



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-084077-25

In the matter of: Apt #2, 226 Dunlop St. W
Barrie ON L4N1B6

Between: Vera Gillespie Landlord

And

Aaron Balley Shea Tenant

Vera Gillespie (the 'Landlord') applied for an order to terminate the tenancy and evict Aaron Balley Shea (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

Vera Gillespie (the 'Landlord') applied for an order requiring Aaron Balley Shea (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 6, 2026.

Only the Landlord's legal representative, Rodney Jackson, attended the hearing.

As of 10:03am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential

complex. Therefore, the tenancy is terminated, and the Tenant must pay the Landlord the reasonable costs to repair or replace the damaged property.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 17, 2025, the Landlord gave the Tenant an N5 notice of termination. The N5 notice has a termination date of October 11, 2025.
4. The N5 notice alleged that the Tenant took the knob and lock off the main door to the rental unit, removed interior doors from their hinges, destroyed part of the staircase twice, and had illegal fires in the backyard that resulted in the fire department attending at the residential complex.
5. The Landlord also alleged substantial interference in the N5 notice. However, there was no evidence before me of ongoing or further conduct after the N5 notice was served that would support termination of the tenancy based on substantial interference. As a result, I have not considered the substantial interference portion of the N5 notice as a basis for terminating the tenancy.
6. I am satisfied that the N5 notice was valid for the damage allegations. The N5 notice gave the Tenant seven days to repair the damage, pay the Landlord the reasonable costs to repair the damage, replace the damaged property if it was not reasonable to repair it, or make arrangements satisfactory to the Landlord. Based on the evidence introduced at the hearing, I am satisfied that the Tenant did not do any of these within seven days after receiving the N5 notice. Therefore, the Tenant did not void the N5 notice in accordance with section 62(3) of the *Residential Tenancies Act, 2006*.
7. Based on the uncontested evidence before me, I find that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The damage included significant damage to the stairs, doors, locks, walls, and bathroom fixtures. I am also satisfied that the Landlord has incurred or will incur reasonable costs of \$3,430.00 to repair the damage and/or replace damaged property that cannot reasonably be repaired.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to speak to their circumstances, and the unit has not improved since service of the notice.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 10, 2026.

2. If the unit is not vacated on or before July 10, 2026, then starting July 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 11, 2026.
4. The Tenant shall pay to the Landlord \$3,430.00, which represents the reasonable costs of repairing the damage or replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$3,616.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on January 11, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.