



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dixon v Sainthill, 2025 ONLTB 40486

Date: 2025-05-28

File Number: LTB-L-036076-23

In the matter of: A, 64 BROOKLYN AVE
TORONTO ON M4M2X5

Between: Carl Dixon
Benjamin Fogel

And

James Sainthill

I hereby certify this is a
true copy of an Order dated

MAY 28, 2025

Landlord and Tenant Board

Landlords

Tenant

Carl Dixon and Benjamin Fogel (the 'Landlords') applied for an order to terminate the tenancy and evict James Sainthill (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 Landlords or another tenant;
- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 1, 2025.

The Landlords and their legal representative, Nicolina Camarda, attended the hearing.

As of 10:36 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 Landlords' evidence.

The Landlords' legal representative visited the residential premises the weekend prior to the hearing to confirm if the unit was occupied and noted that the mailbox was empty, whereas in the past the Tenant had left mail from the Board in the mailbox. From this they infer that the Tenant received the Notice of Hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of June 8, 2025.

2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On August 21, 2024, the Landlords gave the Tenant a first, voidable N5 notice of termination. This notice included a need to remove excess clutter from against the unit's walls and windows, specifically around the electrical panel, living room window, front entryway and door, veranda, carport, and fence. The Tenant was also required to return the kitchen to a state of ordinary cleanliness, replace a dimmer switch in the bathroom, re-install the front storm door, remove wires and electrical cables from the backyard, remove signs and mirrors from fence, and provide the Landlords with keys for changed locks for the laneway gate, laundry room door, and kitchen door.
4. Therefore, the Landlords was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
5. On October 26, 2024, the Landlords gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: the Landlords conducted an inspection on September 12, 2024 and found:
 - the unit to be full of clutter which obstructs access to exits,
 - the Tenant has nailed or screwed boards to a window in the living room, completely blocking the window,
 - the dimmer switches in the bathroom and living room are broken, causing a fire hazard,
 - the main floor bathroom bathtub and shower are damaged beyond repair,
 - the rug in the lower level is destroyed and needs to be replaced,
 - signs and mirrors have not been removed from the fence, and
 - the Tenant has not provided keys for the new locks installed throughout the unit.
6. The Tenant has failed to keep the unit in a state of ordinary cleanliness, has not maintained egress routes and access to exits, and has caused damage to the rental unit.
7. This conduct substantially interferes with a lawful right, privilege or interest of the Landlords.

Daily compensation, NSF charges, rent deposit


8. The Tenant was required to pay the Landlords \$69,122.97 in daily compensation for use and occupation of the rental unit for the period from July 15, 2023 to May 1, 2025. The Landlords acknowledge that the Tenant has already paid daily compensation for the period of July 15, 2023 to November 30, 2024, leaving a balance of \$15,886.70.
9. Based on the Monthly rent, the daily compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
10. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

12. 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 request relief or provide information about their circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 8, 2025.
2. If the unit is not vacated on or before June 8, 2025, then starting June 9, 2025, the Landlords 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 Landlords on or after June 9, 2025.
4. The Tenant shall pay to the Landlords \$15,886.70, which represents compensation for the use of the unit from July 15, 2023 to May 1, 2025, minus payments acknowledged by the Landlords for the period of July 15, 2023 to November 30, 2024. This amount cannot also be recovered through an arrears claim.
5. The Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.
6. The total amount the Tenant owes the Landlords is \$16,072.70.
7. If the Tenant does not pay the Landlords the full amount owing on or before June 8, 2025, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2025 at 5.00% annually on the balance outstanding.
8. The Tenant shall also pay the Landlords compensation of \$105.21 per day for the use of the unit starting May 2, 2025 until the date the Tenant moves out of the unit.

May 28, 2025
Date Issued


Dawn Carr
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 December 9, 2025 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.