



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Glen Suites v Taylor, 2025 ONLTB 62327

Date: 2025-08-13

File Number: LTB-L-097955-24

In the matter of: 217, 822 GLEN ST
OSHAWA ON L1J3T9

Between: Glen Suites

And

Julie Taylor

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

AUG 13, 2025

Dawn Cavan

Landlord and Tenant Board

Landlord

Tenant

Glen Suites (the 'Landlord') applied for an order to terminate the tenancy and evict Julie Taylor (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

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

Glen Suites (the 'Landlord') also applied for an order requiring Julie Taylor (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 April 15, 2025.

The Landlord and the Landlord's legal representative, Joey Kay, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has 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 and the Tenant shall pay the Landlord \$427.35.
2. The Tenant was in possession of the rental unit on the date the application was filed.


N5 Notice of Termination

3. On October 11, 2024, the Landlord gave the Tenant an N5 notice of termination with a voiding period of October 12 to 18, 2024. The notice of termination contains the following allegations: the Tenant's occupant propped open a building door on multiple occasions using various objects, including a handicap parking sign and cement blocks from the parking lot. The objects placed in the stairwell to prop the door open caused damage to the floor.
4. The Tenant did not repair the damage or make any attempts to pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Tenant's occupant attended the hearing and testified. They did not significantly rebut the allegations, instead attempting to justify their actions by raising concerns about smoking within the residential complex. They didn't pay the amount requested because they didn't receive adequate substantiation of the requested amount. The Tenant's occupant disputes the cause of the damage, however the testimony of the Landlord that the large concrete blocks placed in the stairway by the occupant caused damage to the floor was credible.
6. The Landlord obtained an L1 order which includes ongoing daily compensation and withdrew the request for ongoing daily compensation.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,419.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$0.00 is owing to the Tenant for the period from June 15, 2024.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. 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.
11. The Landlord has incurred reasonable costs of \$1,689.99 to repair the damage. The Landlord provided an invoice for \$904.00 from a repair contractor and provided information about additional material costs totalling \$785.99. The Landlord added property management fees, which included legal fees, to the amount claimed on the N5 notice; this amount is not recoverable.
12. The occupant says they would abide by a conditional order, however I do not find this likely based on the occupant's continued statements that their actions were justified. The Tenant says they do not require any additional time if the tenancy is terminated because they are already residing away from the unit due to a fire.

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 August 24, 2025.
2. If the unit is not vacated on or before August 24, 2025, then starting August 25, 2025, 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 August 25, 2025.
4. The Tenant shall pay to the Landlord \$1,689.99, which represents the reasonable costs of repairing the damage.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,448.64 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant owes the Landlord is \$427.35.
8. If the Tenant does not pay the Landlord the full amount owing on or before August 24, 2025, the Tenant will start to owe interest. This will be simple interest calculated from August 25, 2025 at 4.00% annually on the balance outstanding.

August 13, 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 February 25, 2026 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.