



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: 1000322785 Ontario Inc v Singh, 2025 ONLTB 98239

Date: 2026-01-06

File Number: LTB-L-037354-25

In the matter of: Apt B, 139 Fifth Ave
Timmins ON P4N5K9

Between: 1000322785 Ontario Inc Landlord

And

Ramandeep Singh Tenant

1000322785 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Ramandeep Singh (the 'Tenant') because:

- 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 applied for an order requiring 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 September 22, 2025.

Only the Landlord's agent, M. Van Berlo, attended the hearing.

As of 9:52 a.m., 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.

The Tenant sent an email to the LTB, dated September 21, 2025, saying that he was ill, and he was not going to attend the hearing. He did not send a request to reschedule, nor did he ask the Landlord to consent to reschedule, nor did he send a representative to the hearing to ask for an adjournment.

Determinations:

1. The Landlord filed two N5 notices of termination. When the Landlord filed the application, on May 20, 2025, they only filed the second, non-voidable N5 notice of termination. It was only in September 2025, four months later that the Landlord filed the first, voidable N5 notice of termination. The certificate of service accompanying the late filing of the first, voidable N5 notice of termination did not provide 20 days between the service of the notice and the termination date.
2. I determined that the notices of termination were invalid as they contravened Rule 4.5 of the Board's Rules of Procedure, as well as subsection 62(2) of the *Residential Tenancies Act, 2006* (the 'Act'). I found that the Landlord could not proceed with their application for termination of the tenancy.
3. The Landlord's agent chose to proceed for a monetary order for the \$2,424.94 damages claimed in the application.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. In their application, the Landlord alleged that the Tenant left a pot on the stove to burn, and then he left the unit and locked himself out. They allege that the Tenant had removed the smoke detectors, but a neighbouring tenant called the fire department. They allege that the paint in the kitchen, as well as the stove and the cupboards were all damaged.
6. The Landlord's agent, M. Van Berlo (MVB) said that there was a fire in the rental unit on April 8, 2025. She said that the Tenant, as well as the fire department, notified her about the fire the next day. She said that the fire department had to break down the door because the Tenant had locked himself out. They gained entry to the rental unit at around 10:30 p.m., and they put out the fire.
7. MVB said that she took photos the next day. She submitted into evidence a photo of a blackened area of the kitchen, where the stove was located next to a wall. The cupboards, wall and stove were all blackened. She said the Landlord undertook the repair. MVB submitted into evidence an invoice from G & S Enterprises Limited that said they completed the following project on June 13, 2025. The project was soot removal, re-painting and patching various areas of the unit, for a total of \$6,265.54 for all materials and labour. She also submitted into evidence an invoice for removal and replacement of the damaged appliances, in the amount of \$1,317.54, paid on July 1, 2025.
8. I find, on the Landlord's uncontested evidence, that the Tenant or an occupant of the rental unit, or a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the rental unit and the residential complex by leaving his unit while the stove was burning, and thereby causing extensive damage to the kitchen, its walls, cupboards and appliances.
9. The Landlord proved, on a balance of probabilities, that they paid over \$7,500.00 to repair or replace all the damage.
10. However, the Landlord only claimed \$2,424.95 in their application, and that amount of damage was therefore all that was disclosed to the Tenant prior to the hearing. The Landlord's recovery of damage is limited to that amount.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,424.95, which represents the reasonable costs of repairing the damage, and/or replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$2,610.95.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Nancy Morris
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.