



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

File Number: LTB-L-023422-25

In the matter of: 2ND FLOOR, 6584 LEVEL AVE
NIAGARA FALLS ON L2G4B7

Between: AHMAD KENAN ALSAMMAN Landlord

And

SARAH BETH BERTRAND Tenant

AHMAD KENAN ALSAMMAN (the 'Landlord') applied for an order to terminate the tenancy and evict SARAH BETH BERTRAND (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.

AHMAD KENAN ALSAMMAN (the 'Landlord') also applied for an order requiring SARAH BETH BERTRAND (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 July 8, 2025.

Only the Landlord attended the hearing.

As of 11:46 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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities only the grounds for the claim for compensation in the application. Therefore, the Tenant must pay the Landlord \$1,000.00.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is located on the second floor of a detached house. The Landlord testified he used to live on the ground floor but moved out on July 14, 2024. Both the 1st and 2nd floor units are tenanted with separate facilities.

N5 Notice of Termination:

4. On March 12, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day. The notice of termination contains the following allegations:
 - November 20, 2024, the Tenant disposed of furniture provided for the rental unit without the Landlord's permission, thereby willfully or negligently damaging the rental unit.
 - The Tenant substantially interfered with the another tenant or the Landlord's reasonable enjoyment of the rental unit or residential complex by leaving the front door of the property open for extended periods, raising utility costs for the Landlord; installing an air conditioning unit in the rental unit without the Landlord's permission, (again raising utility costs for the Landlord), and obstructing the Landlord or contractors hired by the Landlord from performing maintenance to the rental unit.
5. The N5 notice also includes details regarding the Tenant storing items across the residential complex when they were not granted additional storage. However, these allegations have already been addressed in a prior L2 application for which a conditional order was rendered (LTB-L-051876-24-RV). To consider these allegations again for this application would therefore constitute an abuse of process. Consequently, those allegations will not be considered.
6. With respect to the willful or negligent damage allegation, the N5 notice also states that the Tenant can void that portion of the notice by paying the Landlord \$1,300.00 to replace the damaged property. However, that amount also includes \$300.00 in estimated costs for increased utility usage by Tenant. As utility costs do not constitute damage to the rental to the rental unit or residential complex, that portion of the N5 notice is deemed to be invalid. Consideration for termination of the tenancy and if the N5 notice was voided after service will therefore be based on the allegations regarding substantial interference.
7. The Landlord submitted a copy of the tenancy agreement at the hearing which states that the Landlord is responsible for all utilities.
8. The N5 notice states that on June 14, 2024, the Tenant left the front door of the house open for extended periods of time causing the heat pump and furnace to run continuously and raise utility costs for the Landlord. The Landlord testified that he was living in the house at the time and saw the door open and the heat pump running for long periods.

9. Though the Landlord testified that the utility bill increased for June 2024 as a result of the Tenant's actions, he did not produce the utility bill or others for a similar time period for comparison to substantiate that claim. The Landlord only provided a list of utility bill dates and totals, but not the bills themselves which would have been reasonably available and expected as evidence. The Landlord also did not provide reasons as to why the heater would be working in mid-June, and no temperature readings for the house during that time were presented to show the temperature dropped below 20 degrees Celsius that would necessitate the heater being turned on, per s. 4 of O. Reg. 516/06. The thermostat readings the Landlord submitted at the hearing were from July 1 – August 1, 2024, weeks after the date specified on the N5 notice. Therefore, I do not find the Landlord proved on a balance of probabilities that the Tenant leaving the door open on June 14, 2024 constituted substantial interference with the Landlord's reasonable enjoyment of the residential complex and/or a lawful right, privilege or interest by allegedly raising the cost of utilities.
10. The N5 notice also states that on July 10, 2024, the Tenant installed a window-mounted air conditioning unit without the Landlord's permission, which also increased utility costs the Landlord was obligated to pay. Though the lease states that the Landlord is responsible for the utilities for the rental unit, there was no clause in the agreement that prohibited the Tenant from installing an air conditioner. Section 15 of the lease also specifically confirms that there are no additional terms to the agreement. Therefore, without sufficient evidence to the contrary showing the parties agreed to amend the lease to add a prohibiting clause for an air conditioning unit, I am not satisfied that the Tenant's actions of installing a window-mounted air conditioner constitute substantial interference with the Landlord's reasonable enjoyment of the residential complex and/or a lawful right, privilege or interest when the Landlord accepted the responsibility for utility costs when entering into the lease agreement.
11. The N5 notice also alleges that the Tenant interfered with the Landlord's attempts to perform maintenance work in the unit on July 7, 2024, July 27, 2024, and August 7, 2024.
12. The Landlord testified that on July 7, 2024, he attempted to gain entry to the rental unit on an emergency basis, as he had observed water dripping from underneath the Tenant's unit onto the first-floor hallway near the electrical panel. When the Landlord asked to enter the unit to try and fix the leak with caulking, the Tenant refused the emergency entry yelling that he did not provide 24 hours notice.
13. The Landlord testified that on July 27, 2024, he attended the rental unit to realign the dishwasher at the Tenant's request. The Landlord had started the task two days prior but returned and found the Tenant had set up a chicken coop in the kitchen. The Landlord was unable to complete the realignment due to food and chicken feces spread throughout the kitchen floor. The Landlord submitted a photo of the kitchen from July 27, 2024, supporting his testimony.
14. The Landlord also testified that on August 7, 2024, he accompanied an Enercare technician to attend the unit and install return vents. The Tenant was provided with notice, but the Landlord and technician could not enter the unit as an aggressive dog was seen inside, and they did not want to jeopardize their safety. A copy of an email from the

Landlord to the Tenant dated August 8, 2024 summarizing the incident was submitted as evidence.

15. Having considered the evidence and submissions before me, I am satisfied on the balance of probabilities that the Tenant substantially interfered with the Landlord's reasonable enjoyment of the residential complex and/or a lawful right, privilege or interest by obstructing the Landlord's efforts to conduct maintenance work in the rental unit as required under section 20 of the *Residential Tenancies Act, 2006* (the 'Act'). I am satisfied the Landlord showed that on three separate occasions he was prevented from carrying out maintenance work in the unit due to the Tenant's actions, and that these incidents together rise to the level of substantial interference.
16. However, the Landlord confirmed at the hearing that the Tenant stopped the conduct within seven days after receiving the N5 notice of termination, as the Landlord did not carry out any other maintenance tasks during the voiding period. Therefore, the Tenant voided the N5 notice of termination in accordance with subsection 64(3) of the Act, and the portion of the L2 application seeking termination of the tenancy based on the N5 notice must consequently be dismissed.

L2 Application: Compensation for Damages

17. Subsection 89(1) of the Act states:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex;

18. The Landlord's application claims \$1,300.00 for reasonable costs to repair or replace property damaged by the Tenant. However, this amount also includes \$300.00 for increased utility costs. As utilities are not damaged property under section 89 of the Act, that portion of the Tenant's claim will not be considered.
19. As can be seen from the wording of the provision, subsection 89(1) claims require the Board to explore:
 - The nature of the damage (is it undue or normal wear and tear);
 - How the damage occurred (was it a result of negligence or wilful conduct);
 - Whether or not the damaged property can reasonably be repaired; and
 - The reasonable cost of repair, or replacement where repair is not a reasonable option.

20. The Landlord testified that the rental unit was advertised and provided to the Tenant as a furnished unit. The Landlord submitted a copy of an online advertisement confirming the unit came furnished as evidence.
21. The Landlord further testified that he discovered in November 2024 that the Tenant disposed of the sofa, dresser, and chair from the rental unit and placed it on the curb and later under a makeshift canopy the Tenant fashioned on the front lawn of the property. The Tenant did not have permission to throw out the items, which the Landlord testified became damaged by the rain. Pictures showing the items on the curb and under the canopy were submitted as evidence.
22. The Landlord purchased the items approximately seven years ago. The Landlord provided screenshots from retailer websites showing almost identical furniture and their prices. The sofa is priced at \$1,799.00, and the dresser is \$199.00. The Landlord could not locate a screenshot for the chair, but testified it was approximately \$70.00. All prices are before tax. The Landlord then estimated the cost to replace all the items after taking depreciation into account is approximately \$1,000.00. I find this estimated cost to be reasonable in the circumstances.
23. Having considered the evidence and submissions before me, I am satisfied on the balance of probabilities 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 by disposing of furniture items that came with the unit without the Landlord's permission. I find this damage constitutes property damage that is beyond normal wear and tear.
24. I also find the Landlord will incur reasonable costs of \$1,000.00 to replace the property that was damaged and cannot be repaired as per the estimate provided at the hearing, and this amount shall be awarded in full.

It is ordered that:

1. The portion of the application seeking termination of the tenancy is dismissed.
2. The Tenant shall pay to the Landlord \$1,000.00, which represents the reasonable costs of repairing the damage or replacing the damaged property.
3. 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 5, 2026

Date Issued

Fotoula Hatzantonis

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.