



Order under Section 69 Residential Tenancies Act, 2006

Citation: Is v Crafts, 2026 ONLTB 1705

Date: 2026-01-06

File Number: LTB-L-072144-25

In the matter of: Unit 70, 3320 MEADOWGATE BLVD
LONDON ON N6M0A7

Between: Cahit Is Landlord

JAN 6, 2026

And

Carrie Bertrand

Miranda Crafts Tenants
Devon Kirk

Cahit Is (the 'Landlord') applied for an order to terminate the tenancy and evict Miranda Crafts and Devon Kirk (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

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

The Landlord's Legal Representative, David Borrie, the Landlord and the Tenants attended the hearing.

As the Tenants vacated the rental unit on October 5, 2025, the N8 notice of termination has been withdrawn by the Landlord. Further, the damage alleged in the N5 notice of termination will be the only item addressed in the N5 notice.

Determinations:

L1 Application

2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. The Tenants were in possession of the rental unit on the date the application was filed.

4. The Tenants vacated the rental unit on October 3, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
5. The lawful rent is \$2,521.50. It was due on the 1st day of each month.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to October 3, 2025 are \$5,291.70.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

L2 Application - Damage

10. The Landlord claims the Tenants damaged the property as described below:
 1. The refrigerator door is detached from the hinges, fails to close properly and is leaking fluid rendering the appliance useless;
 2. The kitchen faucet is leaking potentially damaging the cabinets;
 3. The lower kitchen cabinets show significant paint peeling and water damage;
 4. The stove, dishwasher and microwave are in poor sanitary condition and require immediate deep cleaning to prevent permanent damage;
 5. The interior doors are missing and/or damaged, and door frames are damaged;
 6. The trim on the main entrance door has been damaged with numerous holes in the door requiring replacement of the entire unit;
 7. The walls are significantly damaged, requiring complete drywall repair, plastering, sanding and repainting through all three bedrooms, the main floor and the basement;
 8. The basement bathroom sink is cracked and actively leaking requiring complete replacement;
 9. Baseboards in the dining room, living room and staircase have been damaged or pulled away from the wall with visible scuffing, breakage and detachment; and
 10. The stair handrail is no longer secured to the wall and the mounting wall is damaged.
11. The Landlord testified that he attended the rental unit on July 30, 2025 to inspect the rental unit and later provided an estimate in the amount of \$15,820.00 to the Tenants to repair the damage. The Landlord provided multiple pictures of the damage done to the rental unit which included pictures of each room in the townhouse. The Landlord also provided a copy of an invoice dated November 6, 2025 in the amount of \$15,820.00 from Callisto Design & Build and he confirmed that the rental unit has now been completely repaired. The Landlord also confirmed that the invoice was paid in full.
12. The Tenant, Miranda Crafts agreed that there had been damages done to the rental unit but she explained that she was a victim of domestic abuse. Although Ms. Crafts agreed

that damage had been done to the townhouse, she believed that the damages on the walls were missing paint chips and were not significant damages.

13. I was not provided with any evidence to suggest that the estimate and ultimate invoice of \$15,820.00 to repair the townhouse was unreasonable. As such, I accept that the damages incurred by the Landlord are \$15,820.00.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of October 3, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$3,077.70. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay to the Landlord \$15,820.00. This amount represents the damages incurred by the Landlord to repair the rental unit after the Tenants vacated the unit.
4. The Tenants shall pay the total amount of **\$18,897.70** to the Landlord for rental arrears and damages done to the rental unit.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026

Date Issued

Carrie Bertrand

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$5,291.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Amount owing to the Landlord (L1 Application)	\$3,077.70
Amount owing to the Landlord (L2 Application)	\$15,820.00
Total Amount owing to the Landlord	\$18,897.70