



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

File Number: LTB-L-069867-25

In the matter of: 8584 WALKERS DR
STRATHROY ON N7G3H3

Between: Eric Goncalves Landlord

And

Michael Watt
Adam Lyons Tenant

Eric Goncalves (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Watt and Adam Lyons (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (*L1 Application*)

The Landlord also applied for an order to terminate the tenancy and evict 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. (*L2 Application*)

This application was heard by videoconference on December 15, 2025.

Only the Landlord and the Landlord's Legal Representative, Jon Barnett, attended the hearing.

As of 11:45 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. Board records show that the Tenant, Michael Watt, did sign into the hearing but dropped off at approximately 10:03 a.m. There was no record of a request to adjourn the hearing or a request for technical support. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application

1. 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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on September 14, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$3,600.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to September 14, 2025 are \$7,857.04.
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 \$4,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$48.02 is owing to the Tenant for the period from March 28, 2025 to September 14, 2025.

L2 Application

10. The Tenant vacated the rental unit on September 14, 2025. As such, the issue of termination is moot and the remaining issue before the Board on the Landlord's L2 application is damages pursuant to section 89 of the *Residential Tenancies Act*, 2006 (the 'Act').
11. 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
12. In this case, the Landlord's L2 application seeks compensation for damages in the amount of \$3,000.00 for damages to the siding of the rental unit.
13. The Landlord submitted into evidence a photograph taken of the rental unit in July 2025 (DOC-6266025). The photograph shows the material of an exterior wall of the rental unit warped. The Landlord testified that the Tenant admitted to him that the damage was caused by heat from Tenant's barbeque grill.

14. The Landlord testified that the rental unit is a house and that the Tenant occupies the whole house.
15. The Landlord testified that repairing the damaged siding costs \$3,000.00 plus HST. A copy of a quote from Teichroeb Exteriors (Elgin) Inc. dated August 25, 2025 was submitted into evidence.
16. Based on the uncontested evidence before the Board, I find that the Tenant caused undue damage to the rental unit and that the damage could not have occurred from reasonable wear and tear. I also find that the quote provided by the Landlord's contractor to repair the damaged property to be reasonable in the circumstances. As such, the Landlord is entitled to this amount and my order will issue accordingly.
17. The Landlord sought to claim other damages. I declined to hear these other allegations as they were not properly before the Board. The Landlord did not request an amendment to the application and the Tenant was not present to confirm they were aware of the Landlord seeking additional damages in this application. The Landlord can file another application for the other alleged damages.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 14, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,895.02. This amount includes rent arrears owing up to the date the Tenant 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 Tenant shall also pay to the Landlord \$3,390.00, which represents the reasonable costs of repairing the damaged property.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Vicky Liu
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	\$7,857.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,100.00
Less the amount of the interest on the last month's rent deposit	- \$48.02
Total amount owing to the Landlord	\$3,895.02