



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-056989-23

In the matter of: 107, 790 WALLACE ST
WALLACEBURG ON N8A1M6

Between: WALLACE PROPERTY MANAGEMENT INC. Landlord

And

Stephen Robinson Former Tenants
Lynn Robinson

WALLACE PROPERTY MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Robinson and Lynn Robinson (the 'Former Tenants') because:

- the Former Tenants, another occupant of the rental unit or someone the Former Tenants 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 Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

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

This application was heard by videoconference on December 22, 2025. Only the Landlord's Legal Representative, Luisa Goncalves, and the Landlord's Witness, Dan Hussey, attended the hearing. As of 9:33 a.m., the Former Tenants were 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 the grounds for the claim for compensation in the application. Therefore, the application is granted.
2. The Former Tenants were in possession of the rental unit on the date the application was filed. The Former Tenants vacated the rental unit on June 30, 2024.
3. On July 7, 2023, the Landlord gave the Former Tenants an N5 notice of termination. The notice of termination contains the allegations that, on or about September 22, 2022, the

Former Tenants failed to report a leak in their bathroom, causing damage to the rental unit's floor, walls and trim. The notice further alleges that the Former Tenants allowed their dog to relieve itself in the rental unit, causing further damage to the unit's floor. The Landlord requested to be reimbursed for a repair invoice totaling \$1,500.00.

4. The Former Tenants did not repair the damage, 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 Former Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Former Tenants, 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.
7. The Landlord has incurred reasonable costs of \$1,500.00 to repair the damage.
8. As noted, the Former Tenants did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances, or to dispute the Landlord's application for damages.

It is ordered that:

1. The tenancy between the Landlord and the Former Tenants is terminated as of June 30, 2024.
2. The Former Tenants shall pay to the Landlord \$1,500.00, which represents the reasonable costs of repairing the damage.
3. The Former Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenants must pay the Landlord is \$1,686.00.
5. If the Former Tenants do not pay the Landlord the full amount owing on or before January 20, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Curtis Smith
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.