



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

File Number: LTB-L-065570-25

In the matter of: 403, 77 BRYBECK CRES
KITCHENER ON N2M2C5

Between: VICTOR HERNANDEZ Landlord

And

Keira Bonn Tenant

VICTOR HERNANDEZ (the 'Landlord') applied for an order to terminate the tenancy and evict Keira Bonn (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

VICTOR HERNANDEZ (the 'Landlord') also applied for an order requiring Keira Bonn (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 November 6, 2025.

Only the Landlord attended the hearing.

As of 11:53 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 the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is granted and the Landlord is entitled to an eviction order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 7, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the allegations that the Tenant and/or her guests damaged the

rental unit's front door, the residential complex's back door, the residential complex's intercom system and caused damage to the rental unit beneath them through the improper installation of an air conditioner. The Landlord requested reimbursement in the amount of \$2,260.00.

4. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangement satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (the 'Act').
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. 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.
7. The Landlord presented invoices totalling \$2,835.25 reflecting his costs for the claimed damages. The Landlord did not properly request an amendment to his L2 application to reflect this increased amount; as such, the Landlord's damage amount will be limited to \$2,260.00.
8. The Landlord has incurred reasonable costs of \$2,260.00 to repair the damage.
9. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear her evidence regarding her circumstances, or to dispute the Landlord's application for an eviction order.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 20, 2026.
2. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 21, 2026.
4. The Tenant shall pay to the Landlord \$2,260.00, which represents the reasonable costs of repairing the damage.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$2,446.00.

7. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on July 21, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.