



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Singh v Gray, 2026 ONLTB 2092

Date: 2026-01-07

File Number: LTB-L-057916-25

In the matter of: N477, 35 ROLLING MILLS RD
TORONTO ON M5A0V6

Between: Ibadita Singh Landlord

And

Siobhan Gray Tenants
Mark Cyre

Ibadita Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Siobhan Gray and Mark Cyre (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants;
- 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

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

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on September 29, 2025.

The Landlord and the Tenant Siobhan Gray attended the hearing.

Determinations:

1. The Tenants were in possession of the rental unit on the date the application was filed. However, the Tenants vacated the rental unit on August 18, 2025. An order has already been made by the Board requiring the Tenants to pay the Landlord rent for use of the rental unit up to this date: LTB-L-050074-25. Therefore, the Landlord's applications to terminate the tenancy and for daily compensation for use of the rental unit are moot and therefore dismissed.
2. The remaining issues to be decided are the Landlord's claims for compensation under sections 88.2 and 89 of the *Residential Tenancies Act, 2006* (the 'Act').
3. As explained below, the Landlord has not proven on a balance of probabilities the grounds for the claim for compensation in the application under section 88.2 of the Act, but has proven on a balance of probabilities claim for compensation under section 89 in the application. Therefore, the Tenants must pay the Landlord \$993.72 in compensation for the damage wilfully or negligently caused by the Tenants to the residential complex.

The Section 88.2 Claim – Utilities Costs

4. On her L2 Application, the Landlord claimed \$800.84 in utilities expenses under section 88.2 of the Act. She confirmed that, as of the hearing date, the balance of the Tenants' utilities account is \$974.77, as reported to the Landlord via email by the utilities company – Metergy Solutions.
5. The Tenants did not meaningfully dispute the Landlord's claim that these amounts remained unpaid as of the date of the hearing and that the Tenants were responsible for these costs. Ms. Gray testified that she still maintains her account with Metergy solutions, that acute financial circumstances have prevented her from making these payments, but that she intends to pay these amounts directly to the utilities provider. She also provided a bank statement which shows that she continues to make payments to the utilities provider since she vacated the rental unit in August.
6. The Landlord presented no evidence that Metergy Solutions has passed on these costs to the Landlord. The email the Landlord received from Metergy Solutions merely states that if the Tenant does not pay, the utilities company will seek the amounts owing from the Landlord. There is no evidence that they had done so as of the date of the hearing.
7. Ms. Gray attended the hearing and indicated her intent to deal with her debt to the utilities company directly. Therefore, I am not satisfied that the Landlord has or will bear these costs. In the event that the Landlord is charged these amounts directly by the utilities company because the Tenants failed to pay, the Landlord may be able to apply for a remedy under section 88.2. However, at this point, the debt is between the Tenant and the utilities company. The Landlord's application under section 88.2 is premature and is dismissed on that basis.

The Section 89 Claim – Damage to the Residential Complex

8. The Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. In particular, I am satisfied on a balance of probabilities that the Tenant caused damage to the residential complex's garage door and that these costs have been charged to the Landlord.
9. The Landlord provided surveillance video from June 25, 2025, showing the incident that resulted in the damage to the garage door. The video shows a vehicle moving through an underground garage door. The door was activated by the car and opens, staying raised for approximately twenty seconds. About 15 seconds after the garage door had opened, another vehicle – it is not disputed that this is the Tenants' vehicle and Ms. Gray is the driver – turns around a corner and heads toward the garage door. The door begins to lower shortly thereafter, and Ms. Gray's vehicle proceeds to collide with the lowering door.
10. Ms. Gray's position is that she pressed a fob device in her car to open the garage door and that it malfunctioned when it lowered on her. Ms. Gray is not clearly visible in her vehicle, and I cannot assess whether she did press a fob button. However, based on the footage, it appears that the door was activated by the other vehicle, not Ms. Gray. The Tenants did not provide any evidence that the door or her fob malfunctioned on this date.
11. An incident report by the condo management company that oversees the residential complex – dated June 26, 2025 (the 'Incident Report') states that the door "does not have an external sensor to detect approaching vehicles".
12. Based on the evidence presented at the hearing, it appears that the door was functioning normally up until the moment Ms. Gray's vehicle hit it. In any event, it is clear from the security footage that the garage door begins lowering before Ms. Gray entered the door's path. She could have stopped in time if she noticed its descent. Therefore, I am satisfied on a balance of probabilities that she negligently damaged the garage door.
13. The Landlord provided evidence that the condominium corporation failed to collect repair costs from the Tenant and that they would proceed to seek \$993.72 in repair costs from the Landlord. This amount is based on an invoice charged to the condominium corporation on June 26, 2025, detailing repairs needed in the wake of the collision. The Landlord provided a bank statement showing she paid the condominium corporation this amount on August 20, 2025.
14. The Landlord has incurred reasonable costs of \$993.72 to repair the damage and shall be compensated by the Tenant for these expenses.

It is ordered that:

1. The Landlord's application to terminate the tenancy under section 69 of the Act is dismissed as moot, since the Tenant has vacated the rental unit.
2. The Landlord's claim under section 88.2 of the Act is dismissed.

3. The Tenants shall pay to the Landlord \$993.72, which represents the reasonable costs of repairing the damage claimed by the Landlord under section 89 of the Act.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$1,179.72.
6. If the Tenants does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Jeremy Henderson
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.