



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-086241-23

In the matter of: 756 COBBLE HILL DR
NEPEAN ON K2J0C7

Between: Lemar Green Landlord

And

Lisa Sarazin Former Tenant
Conor St.germain

Lemar Green (the 'Landlord') applied for an order requiring Lisa Sarazin and Conor St.germain (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on November 20, 2025.

Only the Landlord attended the hearing.

As of 12:58 pm, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Landlord filed the L10 application with the Board on October 31, 2023. The application contains allegations of arrears of rent in the amount of \$35,000.00 for the period from January 1, 2021 to November 1, 2022. Lawful rent is \$1,850.00 due on the first of each month.
3. The Landlord testified that the application amount of \$35,000.00 is a combination of rent arrears and damage. The Landlord stated he is seeking \$20,000.00 for rent arrears and \$15,000.00 for damage.
4. The Landlord later stated he is only seeking rent owing from January 1, 2022 to October 31, 2022 in the amount of \$18,500.00.

Analysis

5. The onus rests with the applicant, in this case the Landlord to provide sufficient evidence to support their claim in the application for rent arrears.

6. Section 87 of the *Residential Tenancies Act*, 2006 (the “Act”) states:

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

7. The requirement for adequate particulars required within any notices of termination or as is in this case Board applications, has long been established by case law. The leading case regarding the requirement for sufficient reasons and details is *Ball v. Metro Capital Property*, [2002] O.J. No. 5931. This case stands for the proposition that the kinds of particulars that should be contained in a notice should include “dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant”. The Court held that the tenant needs to know the specific allegations against him/her for three purposes:

- a. to know the case that must be met;
- b. to decide whether to dispute the allegations; or
- c. to consider whether to void the notice.

8. The Board’s L10 application forms have been developed with instructions to elicit the necessary details required for the Landlord to make a claim and provide sufficient reasons and details. The form specifically sets out separate sections for “Rent Owing” “Wilful or Negligent Damage” caused by the Former Tenant.

9. The reason for application sections is so the Former Tenant can know the specific case to be met with what the Landlord is claiming the Former Tenant owes.

10. Although the decision in *Ball v Metro* applies to a Landlord’s N5 notice, I note that the same level of details like what allegations the Landlord is making with what specific amounts the Former Tenant owes. Further on a damage claim the application specifically provides guidance for the Landlord to include specific particulars and details and how the Landlord arrived at the damage claim. The L10 form under Reason 4 state:

“Please explain: What were the damages to the property? How did you calculate the costs you are claiming to repair or replace the damage property?”.

11. In my view the Landlord’s application does not meet the specific reasons and details required and does not clearly identify how the Landlord arrived at the damage claim amount.

12. For procedural fairness, Ball v. Metro Capital and Board forms require applicants to be the ones to provide sufficient details for the claims that are being made. Only then can the respondent fairly have a chance to respond to those claims.
13. Further, I do not find the Landlord credible in his testimony. The Landlord provided shifting and inconsistent testimony with regards to the arrears he was claiming and stated two different amounts. The Landlord first submitted the \$35,000.00 was a total claim of arrears and damage. The arrears portion was in the amount of \$20,000.00 and then restated rent owing was \$18,500.00 for a different period than the Landlord indicated on the application.
14. For all the reasons above I find the Landlord has not proved the arrears of rent owing under the tenancy agreement in accordance with section 87 of the Act. I find the Landlord has not met the requirements to provide sufficient reasons and details in the application for his damage claims.
15. Therefore, therefore the Landlord's application must be dismissed.
16. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
17. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.

January 12, 2026
Date Issued

Greg Brocanier
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.