



Order under Section 89 Residential Tenancies Act, 2006

Citation: Peel Housing Corporation O/A Peel Living v Alston, 2026 ONLTB 2891

Date: 2026-01-08

File Number: LTB-L-016868-23

In the matter of: 306, 8 NEWHAVEN MANOR
BRAMPTON ON L6S4Y7

Between: Peel Housing Corporation O/A Peel Living Landlord

And

Percy Alston Former Tenants
Jasmine Alston

Peel Housing Corporation O/A Peel Living (the 'Landlord') applied for an order requiring Percy Alston and Jasmine Alston (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on November 12, 2025. Only the Landlord's legal representative, DJ Darroch attended the hearing.

As of 9:30 a.m., the Former Tenants were 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:

Amendment to the Application:

1. Due to the recent changes to the monetary jurisdiction of the LTB, the Landlord requested to amend the application to increase the amount claimed to \$50,000.00 (the Board's monetary jurisdiction for applications decided on or after October 1, 2025). For the following reasons, the Landlord's request to amend the application is denied.
2. Rule 15 of the LTB's *Rules of Procedure* provides guidance on the Board's discretionary authority to amend an application. It says that a request to amend an application must be in writing, served with the amended application to all parties, and be filed with the LTB with the amended application and completed certificate of served. The LTB may exercise its

discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding. The request to amend will be decided considering:

- a. whether the amendment was requested as soon as the need for it was known;
 - b. any prejudice a party may experience as a result of the amendment;
 - c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d. whether the amendment is necessary and was requested in good faith; and
 - e. any other relevant factors.
3. The application originally came before the Board on October 7, 2024, where the Landlord's evidence was completed- however, the matter was adjourned due to insufficient hearing time in the block to complete the Former Tenants' evidence. November 12, 2025, was the continuation of the hearing where the Former Tenants were not present.
 4. The Landlord served a copy of the amended applications on the Former Tenants' legal representative on November 11, 2025, by email. Essentially, the amendment was to amend the application from \$35,000.00 to \$50,000.00 for the reasonable out-of-pocket costs that the Landlord incurred to repair or replace undue damage to the property that was willfully or negligently caused by the Former Tenants.
 5. The changes to the Board's monetary jurisdiction took affect on October 1, 2025, the Notice of Hearing for this application was sent to the parties on October 10, 2025, however, the amendment was not requested or served on the other side until November 11, 2025 (1 day prior to the hearing). The request to amend is substantial as it requests to increase the claim by \$15,000.00.
 6. I do not find that the amendment was requested as soon as the need for it was known, the prejudice to the Former Tenants is quite severe-therefore, I decline to exercise my discretion to grant the Landlord's request to amend the application.

L10 Application:

7. As explained below, based on the uncontested evidence, I find on a balance of probabilities that the Landlord has proved the allegations contained in the application. Therefore, the Former Tenants must pay to the Landlord \$35,186.00
8. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
9. The Former Tenants vacated the rental unit on July 12, 2022.
10. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.
8. The Former Tenants, another occupant of the rental unit or a person whom the Former Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. This application is centralized around a fire that

occurred in the Former Tenants' rental unit on February 3, 2022. The source of ignition of the fire was because of improperly disposing of cigarette material in the balcony shed of the rental unit.

9. The Landlord says that the fire affected 24 rental units and caused approximately five to six million dollars worth of damages. The Landlord seeks to be compensated for the amount claimed in the application.
10. The Landlord incurred reasonable costs of at least \$35,000.00 to repair the damage and/or replace property that was damaged and cannot reasonably be repaired.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$35,186.00, which represents the reasonable costs the Landlord incurred as a result of the damage and the costs the Landlord incurred for filing the application.
2. If the Former Tenants do not pay the Landlord the full amount owing on or before January 19, 2026, the Former 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 8, 2026
Date Issued

Curtis Begg
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.