Order under Section 69 / 89
Residential Tenancies Act, 2006

File Number: LTB-L-070577-25

In the matter of: 2208, 1011 LANSDOWNE AVE
TORONTO ON M6H4G1

Between: LPM Management — Landlord

And

Camille Netricia Hall — Tenant

LPM Management (the 'Landlord') applied for an order to terminate the tenancy and evict Camille Netricia Hall (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

LPM Management (the 'Landlord') applied for an order requiring Camille Netricia Hall (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 December 4, 2025.

Only the Landlord's Legal Representative Allistair Trent and the Landlord's Agent Maricel Fungo attended the hearing.

As of 10:14 AM, 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 tenancy between the Landlord and the Tenant shall be terminated as of January 20,

2026 and the Tenant shall pay to the Landlord the sum of $13,300.56 less any amounts previously paid.

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 5, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on the same date. The notice of termination alleges that on July 23, 2025 as a result of an inspection of the Tenant's rental unit it was discovered that the Tenant or an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully caused undue damage to the rental unit as several holes were observed to have been smashed in the walls, the flooring of the unit was damaged, doors in the unit as well as a vanity in the bathroom were broken.

4. A member of the Landlord's maintenance staff John Mackenzie testified that he conducted an inspection of the rental unit on July 23, 2025. During the course of the inspection he made a video recording of his observations. The Landlord submitted the video recording into evidence at the hearing.

5. The video clearly shows damages to the entirety of the rental unit in addition to excessive clutter. The evidence of John Mackenzie is supported by the video which shows fist size holes in the walls and doors of the rental unit. One door has been removed completely and is laying on the floor in the kitchen area of the rental unit. The areas of flooring not covered by clutter appear to be stained and scratched. The bathroom vanity is hanging from the wall with a door removed. In addition cupboards in the kitchen have varying degrees of damage with doors removed or hanging from their hinges.

6. It is clear that the damage in the rental unit goes beyond ordinary wear and tear and is undue damage, that is even beyond negligent damage and based on the uncontested evidence before me, I find on a balance of probabilities that the damage appears to have been caused wilfully by the Tenant, their occupant or someone permitted on the premises by the Tenant.

Daily compensation, NSF charges, rent deposit

7. The Tenant was required to pay the Landlord $6,118.20 in daily compensation for use and occupation of the rental unit for the period from August 19, 2025 to December 4, 2025.

8. Based on the monthly rent, the daily compensation is $56.65. This amount is calculated as follows: $1,723.03 x 12, divided by 365 days.

9. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

10. The Landlord collected a rent deposit of $1,600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of $153.64 is owing to the Tenant for the period from February 1, 2022 to December 4, 2025.

11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for damages

12. 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 as several holes were observed to have been smashed in the walls, the flooring of the unit was damaged, doors in the unit as well as a vanity in the bathroom and kitchen cupboards were broken.

13. I accept the Landlord's evidence that they will incur reasonable costs of $8,750.00 to repair the damage and replace property that was damaged and cannot be repaired based on a quote submitted by the Landlord's Agent from Strong Pipe Construction Inc., which outlines and itemizes the repairs required in the rental unit.

Relief from eviction

14. 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.

15. The Landlord sought termination of the tenancy due to the substantial wilful damage caused to the rental unit. The Tenant did not attend the hearing to provide any evidence or submissions on why eviction should be delayed or denied. In the circumstances I find that an eviction order is appropriate.

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 $6,118.20, which represents compensation for the use of the unit from August 19, 2025 to December 4, 2025 less any amount previously paid by the Tenant.

5. The Tenant shall also pay the Landlord compensation of $56.65 per day for the use of the unit starting December 5, 2025 until the date the Tenant moves out of the unit.

6. The Tenant shall pay to the Landlord $8,750.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.

7. The Tenant shall also pay to the Landlord $186.00 for the cost of filing the application.

8. The Landlord owes $1,753.64 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is $13,300.56 less any amounts previously paid.
10. 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 15, 2026
Date Issued

Sean Ramage
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.