



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-052705-25

In the matter of: 153 Lochiel St E
Alexandria ON K0C1A0

Between: Marko Adlaf Landlord

And

Theresa Torsti Tenant

Marko Adlaf (the 'Landlord') applied for an order to terminate the tenancy and evict Theresa Torsti (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- 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 (L2 Application).

Marko Adlaf (the 'Landlord') {also} applied for an order requiring Theresa Torsti (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 12:58 p.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:

L1 Application – Non-Payment of Rent

Preliminary Issue: Validity of N4 Notice

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The N4 Notice did not set out the complete address for the rental unit, however, the document was served by sliding it under the unit door. The Landlord also confirmed that the rental unit is a single detached house rented only to the Tenant.
3. There was no evidence to suggest the Tenant did not understand or was confused by the contents or unit address on the N4 Notice.
4. Given that the Landlord appropriately served the document using a method prescribed under subsection 191(1) of the *Residential Tenancies Act, 2006* (the 'Act'), and there was no evidence the Tenant was confused by the contents of the notice, I am satisfied that the error of not listing the full address on the document did not prejudice the Tenant's ability to participate in the proceedings, per subsection 212(2) of the Act. I therefore find the N4 Notice is valid.

Arrears Owing:

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,845.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$60.66. This amount is calculated as follows: $\$1,845.00 \times 12$, divided by 365 days.
8. The Tenant has paid \$4,185.24 to the Landlord since the application was filed.
9. The rent arrears owing to November 30, 2025 are \$6,826.16.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$84.95 is owing to the Tenant for the period from December 18, 2023 to November 6, 2025.

L2 Application – Wilful or Negligent Damage

N5 Notice:

13. On May 3, 2025, the Landlord gave the Tenant an N5 Notice of termination deemed served that same day. The notice of termination contains the following allegations:
 - On April 25, 2025, the Landlord discovered the sink in the second-floor bathroom was clogged with toilet paper, and the water was left running for a prolonged period causing water damage to the upper and lower level of the house.

- On April 26, 2025, the Landlord discovered the window broken in one of the bedrooms, and numerous holes made in the drywall throughout the house. Wallpaper was also ripped off the walls, the bedroom doors were broken, and the bathroom door was ripped off its hinges.
 - On May 1, 2025, the Landlord discovered the garage window was smashed.
14. The Landlord confirmed that the Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements 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 Act.
15. The Landlord testified that a neighbour had been in the unit and seen water leaking from the ceiling onto the main floor. The neighbour had been contacted by the Tenant on April 25, 2025 to come help her clean up the water. The neighbour then contacted the Landlord the same day about the leak. When the Landlord investigated, the Tenant informed him that she and her boyfriend had ongoing domestic issues, and he had been the one to clog the second-floor bathroom sink with toilet paper and left the water running causing the overflow and subsequent leak to the floor below.
16. The Landlord then inspected the unit again on April 27, 2025 and discovered more toilet paper in the bathroom sink as well as holes in the walls behind doors where the knob had slammed into the wall, damage to the doors themselves, raised flooring and bent ceiling tiles from the bathroom sink water damage, wallpaper ripped off the walls, a broken window in the master bedroom, and other large holes throughout the unit. The Landlord submitted numerous photographs of the aforementioned damages as evidence at the hearing.
17. The Landlord was informed by the same neighbour on May 2, 2025 that the Tenant was seen smashing the garage window in order to gain access to the unit.
18. The Landlord testified the unit was in good condition and renovated prior to the Tenant moving in. Aside from the Tenant telling the Landlord her boyfriend was responsible for the clogged sink and resultant water damage, no further explanations were provided to the Landlord or at the hearing to account for the additional damages.
19. Having considered the uncontested evidence and submissions before me, I am satisfied on the balance of probabilities that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the rental unit. I accept the Landlord's testimony that the unit was in good condition when the Tenant moved in. The photographs depicting the extensive damage done to the unit substantiate the Landlord's testimony that the damage was beyond normal wear and tear. I also accept the Landlord's testimony that the Tenant attributed the water damage and clogged sink to her boyfriend whom she permitted into the residential complex. Therefore, I find that the Tenant's occupant, her boyfriend, more likely than not caused the water damage in the unit. Consequently, I find it reasonable in the circumstances to infer that either the Tenant or her boyfriend (being either another occupant or someone the Tenant permitted into the residential complex) willfully or negligently caused the damage to the unit.

Section 89 claim for Damage:

20. Section 89 of the Act allows a landlord to apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of, or where repairing is not reasonable, the replacement of damaged property if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex, and the tenant is in possession of the rental unit. As determined in paragraph 19 of this order, the Landlord has shown that the damage done to the unit is “undue”, meaning it is beyond normal wear and tear, and excessive or unnecessary. Therefore, I find the Landlord is entitled to costs related to the work that will restore the rental unit.
21. The Landlord, a carpenter, provided an itemized oral estimate at the hearing, inclusive of labour, totaling \$10,000.00 for the necessary repairs to the rental unit. The work to be done includes:
- Replacing the bedroom and bathroom doors;
 - Replacing the broken master bedroom window and window frame;
 - Reinstalling wallpaper all along the staircase wall;
 - Repairing the numerous large holes in the walls found throughout the unit;
 - Replacing the damaged door handles on the remaining doors in the unit that can be salvaged;
 - Repairing the water damage to the flooring underneath the second-floor bathroom;
 - Repairing the bathroom sink and resultant clog in the plumbing; and
 - Repairing/replacing the ceiling underneath the second-floor bathroom due to the water damage.
22. The Landlord further testified that he has already been compensated for the broken garage window and does not seek compensation to repair/replace that damaged item.
23. Given the Landlord's testimony and extent of the damages throughout the unit as supported by photographs, I find the estimated cost of \$10,000.00 to be reasonable in the circumstances and order the Tenant to pay the full amount.

Relief from Eviction

24. 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 not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.
25. The Landlord is aware that the Tenant has three children, all of which appear to be under 10 years old. The Landlord is also aware that the Tenant is working with support workers from a women's group assisting her with applications for financial support.
26. The Landlord stated he has been more than willing to work with the Tenant regarding a payment plan for the arrears and damages, however, the Tenant has not engaged in any meaningful negotiations. The Landlord is also going through his own financial struggles as a small landlord and is extremely concerned the Tenant will only fall deeper into arrears

and further damage the unit. However, the Landlord was willing to delay an eviction to allow the Tenant more time to find another unit and to pay the arrears and damages.

27. Having considered the uncontested submissions before me, I am not satisfied that a conditional order is appropriate in the circumstances. I accept the Landlord's evidence that the Tenant has not proffered any payment plan for the arrears and damages. The Tenant was also not present to provide any assurances that no further damage would be done to the unit. Without such assurances or good faith steps regarding payments, I am not satisfied a conditional order is appropriate.
28. Given the Tenant's personal circumstances, however, and the Landlord's willingness to delay the eviction, I find it reasonable to postpone the eviction to provide the Tenant with additional time to secure alternate accommodation and sort out her finances.

It is ordered that:

L1 Application:

1. The Tenant shall pay to the Landlord \$3,646.17. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
2. The Tenant shall also pay the Landlord compensation of \$60.66 per day for the use of the unit starting November 7, 2025, until the date the Tenant moves out of the unit.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
4. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 March 1, 2026.

L2 Application:

6. The tenancy between the Landlord and the Tenant is terminated on or before February 28, 2026.
7. The Tenant shall pay to the Landlord \$10,000.00, which represents the reasonable costs of repairing/replacing the damaged property.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

9. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 March 1, 2026.

January 21, 2026

Date Issued

Fotoula Hatzantonis

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 September 1, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To November 6, 2025	\$9,530.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$4,185.24
Less the amount of the last month's rent deposit	-\$1,800.00
Less the amount of the interest on the last month's rent deposit	-\$84.95
Total amount owing to the Landlord	\$3,646.17
Plus daily compensation owing for each day of occupation starting November 7, 2025	\$60.66 (per day)