



Order under Section 87 / 88.2 Residential Tenancies Act, 2006

Citation: Sharpe v Bray, 2026 ONLTB 6633

Date: 2026-01-20

File Number: LTB-L-104684-24

In the matter of: 1, 12 Somerset Street
Ottawa ON K2P0H4

Between: 5026571 Ontario Inc

Landlord

And

Frederick Bray
Pattie Pigeau

Former Tenants

Paul Sharpe and 5026571 Ontario Inc (the 'Landlord') applied for an order requiring Frederick Bray and Pattie Pigeau (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' substantial interference with the Landlord's reasonable enjoyment or lawful right, privilege or interest.

The Landlord also applied for an order requiring the Former Tenants to pay the reasonable cost to repair or replace property that was wilfully or negligently damaged by the Former Tenants.

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

The Landlord's agent, P. Sharpe, the Landlord's legal representative, L. Duchene, and the Tenant, F. Bray, attended the hearing.

The Landlord's agent, P. Sharpe, said that the properly named Landlord is the numbered company, and he is the owner of the company, so the application was accordingly amended.

Determinations:

1. The Landlord filed the application to claim 60 days additional rent, after the Former Tenants vacated, because they allege that the Former Tenants failed to provide proper notice.

2. It is undisputed that the Landlord has already obtained an order for rent arrears to the end of the tenancy in order LTB-L-077235-24 issued on February 12, 2025. The hearing for that application took place on January 27, 2025, over seven weeks after the Former Tenants had moved out of the rental unit. The Landlord had the opportunity to raise the issue of any rent in lieu of notice at that hearing, but there is no mention of it in the order. I find that the Landlord is not entitled to raise the issue of unpaid rent yet again, when he has already obtained an order for unpaid rent, after a hearing where he could have raised this same issue.
3. Consequently, the Landlord's claim for rent is dismissed.
4. The Landlord ticked the box on the application for out-of-pocket expenses incurred as a result of the Former Tenants' substantial interference with the Landlord's reasonable enjoyment, lawful right, privilege or interest. In his explanation for this claim, the Landlord discusses libel and defamation and his claim is for pain and suffering. This is not an out-of-pocket expense for which this basis for the application is intended.
5. Consequently, the Landlord's claim for out-of-pocket expenses for substantial interference is dismissed.

Undue Damages:

6. The Landlord also claimed \$6,121.23 for wilful or negligent undue damage to the rental unit caused by the Former Tenants.
7. The Landlord alleged damage caused by the Former Tenants to a porch baluster, an eavestrough and door knobs.

Eavestrough:

8. As explained below, the Landlord did not prove the allegations related to the eavestrough, contained in the application, on a balance of probabilities.
9. The residential complex is a triplex.
10. The Landlord's only evidence of eavestrough damage is an outside photo of a damaged eavestrough. The photo does not make it clear whether the eavestrough was damaged through wear and tear, or accident or whether it was damaged intentionally. The Landlord did not witness the eavestrough being damaged. When asked why the Landlord blames this damage on the Tenants, his only response was that they were difficult Tenants, and the tenants in the other two units are either "good" tenants or it was impossible for them to carry out such damage because they are elderly. He also submits that the damage is clearly "wilful", and he observed one of the Former Tenants grinning like a "cheshire cat".
11. I find that though the eavestrough may be damaged, the Landlord has failed to prove, on a balance of probabilities, that the damage was either wilful or that it was caused by the Former Tenants. The eavestrough is outside, part of it on a public thoroughfare, and it could have been caused in many possible ways. The Landlord had no credible or convincing evidence that it was caused by the Former Tenants.

Baluster:

12. As explained below, the Landlord did not prove the allegations related to the baluster contained in the application on a balance of probabilities.
13. The Landlord's photos show an outside porch with missing balusters. The outside porch is a common porch for the triplex. The Landlord did not witness the Former Tenants causing this damage.
14. The Landlord said that he is certain the damage was caused by the Former Tenants because they are the only ones who have animus towards him, and the damage is "strategic".
15. As for my finding with respect to the eavestrough above, I find that though the baluster may be damaged, the Landlord has failed to prove, on a balance of probabilities, that the damage was either wilful or that it was caused by the Former Tenants. The baluster is outside, and it is part of the common areas for all the tenants in the triplex. It could have been caused accidentally, by any number of people, and in many possible ways. The Landlord had no credible or convincing evidence that it was caused by the Former Tenants.

Door Knobs:

16. As explained below, the Landlord did not prove the allegations related to the door knobs contained in the application on a balance of probabilities.
17. The Landlord said that expensive crystal door knobs were completely ripped off an office door in the rental unit. He said that two are missing, and as it was a "designer door", he estimates that it will cost \$375.00 to replace them.
18. The Former Tenant said that the door knobs were loose and repeatedly came out, and he always tried to put them back in place.
19. The Landlord did not have photos of the door knobs, nor did he have an estimate for repair or replacement of the door knobs. He said that the rental unit is now rented out. He himself stated that the door knobs were loose, and the doors have to be left open because the knobs keep falling off.
20. Consequently, I find that the Landlord has failed to prove, on a balance of probabilities, that the Former Tenants caused undue damage to the crystal door knobs. There was no photo of damage to support the Landlord's claim that the knobs are damaged, and it is undisputed that they were loose and kept coming out. There is also no credible evidence to support their replacement value even were I to find that the Former Tenants caused damage to the door knobs. However, I do not find that the Landlord has proved the Former Tenants caused damage to the door knobs.
21. The application will be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 20, 2026
Date Issued

Nancy Morris
Member, Landlord and Tenant Board

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