



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Thambirajah v Lanois, 2026 ONLTB 7169

Date: 2026-01-27

File Number: LTB-L-078442-25

In the matter of: MAIN FLOOR, 383 GEORGIAN DR
GOODWOOD ON L4M 7B4

Between: Suthaharan Thambirajah Landlord

and

Jeremiah G Lanois
Marsha E Robitaille Tenants

Suthaharan Thambirajah (the 'Landlord') applied for an order to terminate the tenancy and evict Jeremiah G Lanois and Marsha E Robitaille (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

Suthaharan Thambirajah (the 'Landlord') also applied for an order requiring Jeremiah G Lanois and Marsha E Robitaille (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on November 24, 2025.

The Landlord, the Tenants and their support person Daniel Lanois attended the hearing.

Determinations:

1. The Landlord seeks termination based on an N5 notice given under section 62(1) of the *Residential Tenancies Act, 2006* (the 'Act') alleging the Tenants have wilfully or negligently damaged the air conditioning equipment by allowing their dog to void itself on the equipment. The Tenants did not void the N5 notice by paying the \$4,200.00 demanded.
2. The Landlord showed me a photograph of corrosion on the air conditioner and a text message containing the opinion of a technician to the effect that dog urine has damaged the air conditioning unit. The Landlord testified that the Tenants' dog has the run of the backyard where the air conditioner is located and asked me to infer from this circumstantial

evidence, in combination with the hearsay opinion of his technician, that the Tenants' dog must have damaged the equipment through years of abuse. This is not an inference I am prepared to draw in the face of direct testimony from the Tenants that their dog does not in fact urinate on the air conditioner because, by habit, it urinates elsewhere. On this evidentiary record, I find it at least equally probable that this 7-year old equipment failed for some other reasons and therefore must find the Landlord has not discharged his burden of proof.

3. I find the Landlord's claim under section 89 of the Act to recover the \$4,200.00 cost to buy new air conditioning equipment must also be dismissed because the claim has not been proven on a balance of probabilities for reasons detailed above.

It is ordered that:

1. The application is dismissed.

January 26, 2026
Date Issued

Nersi Makki
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.