



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081954-25

In the matter of: 607, 24 IDA ST
ST CATHARINES ON L2R3X5

Between: MetCap Living Management Inc. Landlord

and

David Shirley Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict David Shirley (the 'Tenant') because 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.

The Landlord also applied for an order requiring 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 10, 2025.

Only the Landlord's agents Debbie Gerrie and Michael Gerrie attended the hearing. The Landlord was represented by Phylcia Thomas and Adrianna Shaw.

As of 11:12 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. The Landlord's uncontested evidence, corroborated by photographs and documents filed, proves on a balance of probabilities that, on August 15, 2025 the Tenant (or someone the Tenant permitted into the rental unit) fell asleep leaving the water in water running in the bathroom. The water pooled onto the floor of the rental unit and also escaped into the rental unit below causing undue damage to both units.
2. The Tenant did not repair the damage, or 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 to repair the damage. Therefore, the Tenant did not void the valid N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

3. The application will be allowed because I find the Landlord has proven on a balance of probabilities that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused the damage to the residential complex and I further find the damage to be undue damage.
4. The Landlord will be awarded \$13,989.96 as damages under section 89 of the Act. Liability and quantum have been proven on a balance of probabilities with reference to invoices filed and I find that amount to be the reasonable costs the Landlord has incurred for the repair of the damage.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$1,770.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$34.55 is owing to the Tenant for the period from March 1, 2025 to December 10, 2025.
7. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
8. The Tenant did not come to the hearing to describe their circumstances and the Landlord was not aware of any. 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.

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 February 7, 2026.
2. If the unit is not vacated on or before February 7, 2026, then starting February 8, 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 February 8, 2026.
4. The Tenant shall pay to the Landlord \$13,989.96 which represents the reasonable costs of repairing the damage.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,804.55 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.
7. The total amount the Tenant must pay the Landlord is \$12,371.41.

8. If the Tenant does not pay the Landlord the full amount owing on or before February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 27, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on August 8, 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.