



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-070416-25

In the matter of: 704, 180 MILL ST S
BRAMPTON ON L6Y1T8

Between: Di Tursi Construction Limited Landlord

And

Elizabeth Lawrence Tenant

Di Tursi Construction Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Elizabeth Lawrence (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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 claimed compensation for each day the Tenant remained in the unit after the termination date.

Di Tursi Construction Limited (the 'Landlord') also applied for an order requiring Elizabeth Lawrence (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 8, 2025.

Only the Landlord's legal representative Leo Corsetti and the Landlord Joseph Di Tursi attended the hearing.

As of 2:49 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:

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 is terminated. The Tenant must vacate the rental unit on or before February 8, 2026. The Tenant shall also pay to the Landlord \$7,243.30 for the cost to repair or replace property damaged wilfully or negligently.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. On August 13, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of September 5, 2025. The notice of termination contains the allegations that the Tenant failed to provide proof of liability insurance required pursuant to the tenancy agreement. The N5 notice further alleges that the Tenant refused entry to the rental unit despite a notice of entry served on October 12, 2024.
4. The Landlord Joseph Di Tursi (JDT) submitted a copy of the parties tenancy agreement showing that the Tenant is required to carry a policy of insurance. A letter dated October 25, 2024, was also submitted showing that the Landlord requested proof of an insurance policy from the Tenant.
5. JDT testified that general notices about insurance requirements were sent and the Tenant did not provide proof of insurance after the letter in October 2024, nor after the N5 notice was served.
6. Based on the evidence before me, I find that the Tenant did not provide proof of insurance as required by their tenancy agreement within seven days after receiving the N5 notice of termination, and this interferes with a lawful right or interest of the Landlord. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
7. The Landlord did not prove the allegation that the Tenant refused entry to the rental unit on October 15, 2024.

Wilful or Negligent Damage

8. The Landlord's N5 notice of termination also contains the allegation that the Tenant caused wilful or negligent damage to the rental unit.
9. Section 62(1) of the Act provides:

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex. [Emphasis added]

10. The N5 notice attaches a schedule that refers to a contractor's quote to repair the damage. The damage listed on the invoice includes:

- 3 damaged bedroom and closet doors;
- Wall soap dish;
- Fridge;
- Kitchen cabinets;
- Damaged countertop;
- Damaged plaster in the doorways and corners;

Doors

11. The Landlord submitted 4 photographs of three different doors in the rental unit. Each photograph of the doors showed damage that is inconsistent with normal wear and tear. The photos show damage to the doors and it is evident that the damage was wilful.

Wall Soap Dish

12. A photograph of a ceramic soap dish and toothbrush holder was submitted showing a large piece missing from the soap dish and the remaining part affixed to the wall.
13. There was no testimony from JDT as to the cause of this damage and I am unable to find, on a balance of probabilities, that simply by virtue of something being broken it is automatically inferred that the damage was caused wilfully or negligently by the Tenant.

Fridge

14. The Landlord submitted seven photographs of the fridge in the rental unit showing missing drawers, broken shelves, dents, scratches, and the fridge seal for both the freezer and fridge is broken and hanging.
15. While there was similarly no testimony as to how the damage was caused the photographs clearly show broken shelves, missing drawers, and broken seals. This is not consistent with normal wear and tear, and I am satisfied that the photographs reasonably show wilful or negligent damage.

Kitchen Cabinets

16. JDT submitted three photographs of the kitchen cabinets that purport to show damage. All of the doors are affixed, and only one door is missing a knob. The cabinet doors are affixed with adjustable hinges.
17. JDT testified that the cupboards were replaced twice since the Tenant moved in and were new just prior to the Covid pandemic.
18. The photographs show that the doors do not appear to close properly however, I am without evidence as to how this is damage caused wilfully or negligently by the Tenant, nor whether the hinges could be adjusted to remedy the issue.

19. I do not find, based on the limited testimony and photographs submitted that there is damage to the kitchen cabinets. There is one knob missing from a kitchen cabinet door however, I am not satisfied that the missing knob is wilful or negligent damage.

Countertop

20. Two photographs of the countertop in the rental unit were submitted with one photograph showing a crack in the countertop. While it is clear the crack is damage to the countertop there was no testimony attributing it to wilful or negligent actions by the Tenant.
21. Despite this, the second photograph of the kitchen counter shows cuts, gouges, and scratches to the surface of the countertop that are consistent with not using a protective surface like a cutting board. I am satisfied, on a balance of probabilities, that the Tenant caused wilful or negligent damage to the countertop.

Damaged Plaster in Doorways (Bedroom and Hallway)

22. The Landlord submitted three photographs showing the corners of walls in the rental unit that have been chipped and scratched. Two of the photographs show damaged walls consistent with wilful or negligent damage. There are various scrapes and gouges in two hallway walls. The other photograph shows a crack and it cannot be determined whether this crack was structural, or caused by wilful or negligent damage.
23. I am satisfied that there is wilful or negligent damage to the corner of the two hallway walls in the rental unit.
24. 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 *Residential Tenancies Act, 2006* (Act).

Daily compensation, NSF charges, Rent Deposit

25. The Tenant was required to pay the Landlord \$4,543.02 in daily compensation for use and occupation of the rental unit for the period from September 6, 2025 to December 8, 2025 less any rent payments made by the Tenant.
26. Based on the monthly rent, the daily compensation is \$48.33. This amount is calculated as follows: \$1,469.94 x 12, divided by 365 days.
27. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
28. The Landlord collected a rent deposit of \$1,469.94 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$19.23 is owing to the Tenant for the period from June 1, 2025 to December 8, 2025.
29. 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 Damage

30. Section 89 of the Act provides:

89 (1) A landlord may apply to the Board for an order requiring a tenant or former 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,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; [Emphasis added]

31. As decided above, 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 or residential complex.

32. The Landlord proved the following damage on a balance of probabilities:

- Damaged bedroom and closet doors;
- Fridge;
- Damaged countertop;
- Damaged plaster in the doorways and corners;

33. The Landlord submitted a quote from “MD Design Build” dated June 28, 2025 that itemizes each of the damaged items and lists the cost to repair or replace the damaged items.

34. The Landlord claims \$1,450.00 to remove and replace the three doors that are damaged. I do not find the Landlord has proven the reasonable cost to replace the three doors. Three interior doors, hardware (locks and handles) and the labour to install will be fixed at \$1,000.00.

35. I am satisfied that the cost of \$2,160.00 to remove and replace the refrigerator is reasonable and the Tenant is required to pay this amount.

36. I also accept the Landlord’s evidence in relation to the cost to replace the countertop in the amount of \$2,600.00. The Landlord’s quote assesses a cost of \$650.00 to repair the damaged plaster and this is also a reasonable cost that will be incurred.

37. The Landlord will incur reasonable costs of \$7,243.30 (\$6,410.00 plus HST) to repair the damage and replace property that was damaged and cannot be repaired.

Relief from Eviction

38. The Tenant did not attend the hearing, and I am without evidence or submissions in relation to their circumstances.

39. 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 8, 2026.
2. If the unit is not vacated on or before February 8, 2026, then starting February 9, 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 9, 2026.
4. The Tenant shall pay to the Landlord \$4,543.02, which represents compensation for the use of the unit from September 6, 2025 to December 8, 2025. The Landlord shall deduct from this amount any rent payments made by the Tenant during this period.
5. The Tenant shall also pay the Landlord compensation of \$48.33 per day for the use of the unit starting December 9, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$7,243.30, which represents the reasonable costs of repairing the damage and 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 \$1,489.17 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 \$10,483.15.
10. If the Tenant does not pay the Landlord the full amount owing on or before February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

Kyle McGraw
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 9, 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.