



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-060037-24

In the matter of: D, 1 LLOYD ST
BRANTFORD ON N3S3E3

Between: Vision Property Management

Landlord

And

Skye St. Jean

Former Tenant

Vision Property Management (the 'Landlord') applied for an order requiring Skye St. Jean (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on January 21, 2026.

Only the Landlord's legal representative, C. Dawdy, attended the hearing.

As of 10:30 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$5,884.03 on or before February 9, 2026.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on September 24, 2025, by regular mail to the Former Tenant's business address.
4. The Former Tenant vacated the rental unit on July 7, 2024.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

6. The Landlord's representative submitted that prior to the L10 application being filed, the Tenant was served with an N5 notice of termination with respect to the damages claimed on this application. The Tenant vacated as a result of the N5 notice issued without repairing the damage caused.
7. The Landlord conducted a unit inspection sometime in June 2024 and observed damage caused to the unit. Photos of the unit inspection were submitted into evidence. On review of the photos, it was evident that the kitchen door was cut in half and that flooring was completely removed from the hallway and the bedroom. The Landlord's representative also submitted a photo of the living room and submitted that the flooring was lifting. The Landlord is unaware as to how the damage occurred but believes it could have been caused by the pets in the unit.
8. A copy of invoice dated June 25, 2024, was submitted into evidence. The cost to replace the damage caused totaled \$5,698.03.
9. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
10. The Landlord incurred or will incur reasonable costs of \$5,698.03 to replace the property that was damaged and cannot reasonably be repaired.
11. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$5,698.03, which represents the reasonable costs the Landlord incurred will incur as a result of the damage.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$5,884.03*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Mayra Sawicki
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.

- * Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Damage Costs	\$5,698.03
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,884.03