



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

File Number: LTB-L-082243-25

In the matter of: Upper Unit, 104 GUELPH ST
GUELPH ON N1H5Z1

Between: Andrew King Landlord

And

Sara Standring Tenants
Nawaf Alghanim

Andrew King (the 'Landlord') applied for an order to terminate the tenancy and evict Sara Standring and Nawaf Alghanim (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

Andrew King (the 'Landlord') also applied for an order requiring 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 January 12, 2026.

Only the Landlord attended the hearing.

As of 11:32 a.m., the Tenants were 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 the claim for compensation in the application. Therefore, the Tenants shall pay compensation to the Landlord as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 14, 2025, the Landlord gave the Tenants an N5 notice of termination. The notice of termination contains allegations that the Tenants damaged the front door of the

rental property through aggressive slamming and smashed the interior pane of the rental unit's front window.

4. The Tenants 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 Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord provided photos of the damaged front door and window, as well as quotes for their repair.
6. The Landlord submitted that he had initially estimated the cost of the repairs to the door and window to be \$800.00 and \$1,500.00 respectively.
7. In preparation for this hearing, the Landlord sought professional quotes for the door and window damages, which actually equated to \$1,806.60 and \$3,148.60 respectively. These quotes were submitted into evidence by the Landlord.
8. The Landlord explained that his original estimate for the front window had assumed that the glass in the window could be replaced. Upon closer inspection, the window contractor determined that the entire window unit required replacement to repair the damage.
9. The Landlord did not file or serve an amendment to the application, but did testify that he served the revised quotes on the Tenants. The Landlord requested that I amend the application to reflect these increased costs to a total of \$4,955.20.
10. I am going to exercise my discretion under Rule 15.4 and grant the request to amend the application at the hearing. The Tenants were made aware of the increased quantum of damages with sufficient time to respond if they saw fit.
11. The Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
12. The Landlord has incurred reasonable costs of \$4,955.20 to repair the damage.
13. As noted, the Tenants did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances, or to dispute the Landlord's application for damages.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$4,955.20, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
2. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.

3. If the Tenants do not pay the Landlord the full amount owing on or before February 14, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026

Date Issued

Curtis Smith

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.