



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

File Number: LTB-L-074204-25

In the matter of: 46, 276 DUNSMURE RD
HAMILTON ON L8M0A2

Between: Dunsmure Developments Ltd. Landlord

And

Pratheepan Loganathan Tenant

Dunsmure Developments Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Pratheepan Loganathan (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also claimed charges related to NSF cheques.

Dunsmure Developments Ltd. (the 'Landlord') also applied for an order requiring Pratheepan Loganathan (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 17, 2025.

Only the Landlord's Agents Wing Chu and Savan Chadaria attended the hearing.

As of 2:11 PM, 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 not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Wilful or Negligent Damage

3. On August 27, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination alleges that on April 29, 2025 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 by causing a fire to the back porch of the rental unit.
4. The Landlords Agent Wing Chu testified that on April 29, 2025 a technician was working at the neighbouring unit when he noticed burn damage to the rear patio of the Tenants unit. The technician took photographs and notified management for the Landlord.
5. The Landlord's Agent further testified that the Tenant indicated that he was responsible for the fire in an email. A copy of the email was entered into evidence. Although the Tenant admits responsibility for the fire in the email and that he was embarrassed about the incident, he does not indicate how the fire was caused.

Analysis

6. Section 62(1) of the *Residential Tenancies Act, 2006* (Act) states:

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]

7. On any application before the Board, the party making an allegation in an application has the onus of proving those allegations on a balance of probabilities. The standard of proof requires the party to show with evidence that "more likely than not" their assertions are true.
8. The Landlord adduced no evidence as to how the fire on the Tenant's porch was caused. The mere fact that a fire occurred does not automatically impart that it was caused either wilfully or negligently.
9. Without any evidence as to how the fire was caused I can not conclude that the fire which resulted in damage to the Tenant's porch was either cause wilfully or negligently by the

Tenant or someone visiting or living with the Tenant. As such the Landlord's application for wilful or negligent damage must be dismissed.

Daily compensation, NSF charges, rent deposit

10. The Landlord sought reimbursement of \$22.50 associated with administration charges and bank fees the Landlord incurred as a result of a cheque given by or on behalf of the Tenant which was returned NSF. However, the Landlord provided no evidence with respect to a cheque that was returned NSF or the fees they incurred as such the Landlord's claim for reimbursement is dismissed.

Compensation for damages

11. The Landlord sought compensation for damages 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 as a result of a fire that occurred on the porch of the Tenant's rental unit.
12. The Landlord testified that they have incurred or will incur reasonable costs of \$1,107.40 to repair the damage and/or replace property that was damaged and cannot be repaired.
13. As indicated above, the Landlord has not proven that 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. As such the Landlord's claim for compensation is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 3, 2026

Date Issued

Sean Ramage

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.