



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

File Number: LTB-L-062734-25

In the matter of: Unit 3, 72 HAYNES AVENUE
ST CATHARINES ON L2R3Z3

Between: Roman Telecki Landlord

And

Lanford Rowe Tenant

Roman Telecki (the 'Landlord') applied for an order to terminate the tenancy and evict Lanford Rowe (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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 November 25, 2025.

Only the Landlord attended the hearing.

As of 12:20 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:Validity of the N7 notice of termination

1. At the start of the hearing, I raised a preliminary issue with respect to the details described in the N7 notice of termination and whether the Tenant knows the case to be met. The notice alleges serious impairment of safety, wilful damage and inconsistent use of the rental unit.
2. I advised the Landlord that the details in the notice does not set out the minimum information required for the Tenant to know the case to be met. For example, there are allegations of wilful damage but there are no dates of the when the wilful damage occurred, there is no date of when the alleged fire occurred, and it is unclear as to what the inconsistent use of the unit is. The Landlord stated that he is not aware of when the alleged incidents occurred.
3. I considered the case of *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)* ("*Ball v. Metro Capital*"). This case articulates the legal premise of requiring adequate particulars so that the opposing side can understand and respond to the claims being made against them has been long established. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence.
4. The Board's notices of termination have been developed with written instructions to elicit the necessary details required. For example, the N7 notice states at page 1: "Details about the reasons for this notice: I have listed below the events that have led me to give you this notice, including the dates, times and specific details". In this case, while the Landlord describes incidents that have occurred, the notice does not describe the dates they occurred or when the Landlord became aware of issues. It was the Landlord's direct testimony, that he is not aware of when the alleged incidents occurred.
5. Based on the above, I am not satisfied that the notice contains sufficient detail for the Tenant to know the case they have to meet to prepare their defence. As the notice of termination lacks particulars, I find that the notice is invalid. The Board cannot issue termination of the tenancy on an invalid notice.
6. At the hearing, the Landlord sought to proceed on the basis of the L2 application with respect to the compensation for the out-of-pocket expenses that the Landlord incurred or will incur to repair and or replace the damages caused by the Tenant. As such, the matter proceeded to determine damages only.

Undue Damage

7. The Landlord testified that the rental property is a two-bedroom home with a basement. The Tenant occupied bedroom 3. There is a second tenant occupying bedroom 2. The second tenant has filed complaints with respect to the damages caused by the Tenant. On February 20, 2025, the Landlord discovered the following damages:

- a) The pneumatic door closer on the screen door was damaged by the Tenant.
- b) Two kitchen shelves were ripped off the wall by the Tenant;
- c) The Tenant attempted to burn the pipe under the kitchen sink;
- d) The Tenant caused damage to the rangehood cover;
- e) The Tenant burned the dining room table and chairs;
- f) The Tenant caused damage to the stair railing, removed it and reinstalled it upside down;
- g) The Tenant caused damaged to the fire rated door by installing brackets without the consent of the Landlord;
- h) The Tenant poured oil throughout the basement and oil stains remain in the concrete floors;
- i) As a result of the Tenant attempting to burn the unit, there was soot and smoke damage to the stairs, floors, walls and bedroom doors;

The Landlord submitted photos taken on or around November 3, 2025 to substantiate the allegations made. As of the date of the hearing, the Tenant has not repaired and or replaced the alleged damage.

- 8. The Landlord alleges that the Tenant caused damage to the storm window (\$738.00) and to one of his workshop tables in the basement (\$181.61). The Landlord submitted that he is not actually aware if these items were damaged but believes that they were damaged because the items are missing and only the Tenant must have removed them.
- 9. The Landlord seeks compensation of \$1,323.00 for his labour costs at the rate of \$90.00 per hour, (for 14.7 hours) as agreed upon in the lease agreement. A copy of the lease agreement was not submitted into evidence.
- 10. The Landlord further seeks compensation of \$460.00 to remove accumulated garbage left by the Tenant.
- 11. The Landlord submitted a spreadsheet created by him, itemizing the costs incurred to repair or replace the damaged property. The cost totaled \$7,370.74.

Analysis

- 12. To be successful on a claim for damages, the Landlord must prove on a balance of probabilities that the damage claimed is “undue”. There is no definition in the Act of “undue”, but it is fair to say that it means “out of the ordinary” or “not wear and tear caused by ordinary usage.” The Landlord must also establish that the Tenant, an occupant or a guest either willfully or negligently caused the damage. If the Landlord establishes undue damage which was caused willfully or negligently then the Landlord must lead sufficient evidence to show what the reasonable cost of repair is.
- 13. Black’s Law Dictionary, 6th edition, defines “damage” as follows: “loss, injury or deterioration caused by negligence, design or accident of one person to another in respect of the latter’s person or property.”

14. Based on the uncontested evidence before me, on a balance of probabilities, I am satisfied that the Tenant has caused wilful or negligent damage to the items identified in paragraph 7 of this order.
15. With respect to the claim for garbage removal and labour costs, the claim is denied. Garbage removal and labour costs are not damage. It is an out-of-pocket expense incurred as a result of the Tenant's conduct, however, this was not properly claimed in the application before me, as a result, the garbage fees and labour costs shall be deducted from the total mount claimed by the Landlord.
16. With respect to the alleged damaged storm window, and workshop table, the Landlord's claim is denied. The Landlord testified that these items were missing and therefore, it must mean that the Tenant damaged them. This is speculative. The Landlord failed to lead sufficient evidence to substantiate his allegations that the storm window and the workshop table were damaged by the Tenant. Accordingly, the Landlord's damage costs for the storm window and the workshop table are denied and shall be deducted from the total amount claimed by the Landlord.
17. 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 Tenant shall pay to the Landlord \$4,668.13, which represents the reasonable costs of repairing the damaged property as identified in paragraph 7 of this order, minus the costs for the storm window, workshop table, garbage cleanup and labour fees claimed by the Landlord.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$4,854.13. Any payments made by the Tenant shall be deducted from this amount.
4. 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.

February 3, 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.