



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

File Number: LTB-L-066972-25

In the matter of: 8, 411 SIDNEY ST
TRENTON ON K8V6N6

Between: BEDFORD PROPERTIES & ESTATES LTD. Landlord

And

JENNIFER EDE Tenant

BEDFORD PROPERTIES & ESTATES LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict JENNIFER EDE (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.

BEDFORD PROPERTIES & ESTATES LTD. (the 'Landlord') also applied for an order requiring JENNIFER EDE (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 1, 2025.

The Landlord's legal representative, Sean Beard, a Landlord agent, Kendra Garrick and a witness for the Landlord, Deborah Fitzpatrick attended the hearing. The Tenant's legal representative Paula Stevens and the Tenant attended the hearing.

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.

3. On July 11, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of August 1, 2025. The notice of termination alleges the Tenant has willfully or negligently caused damage to the rental unit walls and door frame and broke a large lobby window near the residential complex entrance.
4. The Landlord is seeking costs to repair the damage and eviction.

Landlord evidence

5. The Landlord submitted evidence consisting of documents and photographs to support the allegations in the application, and provided two witnesses.
6. The Landlord's witness, Deborah Fitzpatrick is the resident manager employed by the Landlord since April 2025.
7. Deborah stated that she became aware of the broken lobby window when another tenant in the residential complex informed her about the glass. Deborah could not recall the exact date but stated she attended the rental unit immediately and called the Landlord agent's property manager Kendra Garrick.
8. Deborah stated sometime between the second and third week of May 2025 she encountered the Tenant's mother in the residential complex parking lot. The two engaged in conversation and Deborah stated the Tenant's mother had informed her that the Tenant had caused the damage to the window however claimed it was an accident. The Tenant's mother stated the door slipped from the Tenant's hand and cracked the glass.
9. Deborah stated that she is familiar with the Tenant and the Tenant has a history of "anger issues" but did not speak to the Tenant directly about the damage.
10. The Landlord agent, Kendra stated she was also present the day of the parking lot conversation. Kendra stated the Tenant's mother said that she admitted that the Tenant damaged the lobby window but cannot pay for the damages.
11. Kendra stated that she is also familiar with the Tenant as she has had to address other prior damage issues in the Tenant's rental unit. Kendra stated no prior N5 notices were served and the Landlord absorbed the cost to repair, however given the large expense to replace the glass the Landlord was forced to serve this N5 notice for damage costs.

Tenant evidence

12. The Tenant submitted evidence consisting of video taken at the residential complex and provided one witness.
13. The Tenant stated she did not break the lobby glass window or cause damage to the rental unit walls. The Tenant stated she has been living in the rental unit for 16 years and denies

the Landlord's claims that the Landlord has had to address other damage issues in her rental unit.

14. The Tenant submitted video evidence in several locations of the residential complex showing the doorknobs of the hallway doors do not have stoppers on them to prevent them from hitting the walls or any protective plates on the walls.
15. The Tenant claims that any other of the tenants could have caused the damage.
16. Regarding the lobby glass window the Tenant denies the Landlord's claims she broke the window or that she told her mother she had caused the damage.
17. The Tenant points to the fact the Landlord did not provide a specific date as to when the Landlord believes the incident occurred and no one had witnessed the Tenant causing the damage.
18. The Tenant stated that she does not always use the front entrance to enter the residential complex to her rental unit and frequently used the back door entrance.
19. The Tenant witness and mother, Linda Green stated she received an email from Kendra on May 27, 2025 asking her to meet with Kendra on May 28, 2025 in the afternoon to speak with her.
20. Linda stated that Kendra accused her daughter of breaking the lobby glass window and was adamant that the Tenant was guilty. Linda became upset and told Kendra she did not do it and they were not going to pay for it.
21. Linda stated that she visits her daughter almost every day and noticed the window was broken and unrepaired for approximately one week prior to the parking lot meeting.

Analysis

22. On a balance of probabilities means the applicant, in this case the Landlord must show that its version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
23. I am not persuaded by the testimony of Deborah and Kendra regarding their "familiarity" with the Tenant. Kendra testified that the Landlord had addressed other damage issues in the Tenant's rental unit as evidence of her likelihood that the Tenant caused damage to the hallway walls. However, the Landlord led with insufficient evidence to support this claim.
24. Normally on an application like this I would expect to see maintenance reports or work orders for the damage the Landlord claims for past work.

25. I prefer the evidence submitted by the Tenant with regards to the video regarding the hallway doors not having a stopping mechanism to prevent hitting the wall and I find it more likely than not that any other of the 30 tenants may have accidentally caused the wall damage.
26. Regarding the window I do not find Deborah or Kendra credible in their testimonies. There are several inconsistencies with their testimonies as to who attended the parking lot conversation and the specific details and particulars of the conversation.
27. Although both Deborah and Kendra both claim the Tenant's mother Linda admitted her daughter did the damage I do find their testimonies persuasive.
28. The Landlord claims the window damage occurred sometime in May 2025 prior to the May 28, 2025 parking lot conversation however the Landlord led with insufficient evidence as to the exact date of the damage and failed to prove if the Tenant was actually at the residential complex on the day of the damage.
29. I do not find Deborah and Kendra's belief that the Tenant caused the damage sufficient to prove the allegations.
30. I prefer the testimony of both the Tenant and Linda. I find them credible, consistent and unwavering in their submissions.
31. Further, in the absence of an exact date of the incident I am not satisfied the Landlord has proved the allegations the Tenant caused the damage as the Landlord is unable to prove the Tenant was at the residential complex at the time of the incident or produce a witness to testify they saw the Tenant cause the damage.
32. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegations for damage in the application and therefore the application must be dismissed.
33. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
34. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Landlord's application is dismissed.

February 9, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.