



Order under Section 89 Residential Tenancies Act, 2006

Citation: Doyle v Nyang'or, 2026 ONLTB 11422

Date: 2026-02-06

File Number: LTB-L-003069-25

In the matter of: A608, 1117 COOKE BLVD
BURLINGTON ON L7T0C6

Between: Frank Doyle Landlords
Irene Doyle

And

Esther Otieno Former Tenants
Justin Nyang'or

Frank Doyle and Irene Doyle (the 'Landlords') applied for an order requiring Esther Otieno and Justin Nyang'or (the 'Former Tenants') to pay the Landlords' reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was heard by videoconference on January 22, 2026.

Only the Landlords attended the hearing.

As of 1:05p.m., the Former Tenants were not present or represented at the hearing.

Determinations:

1. As explained below, the Landlords' application is dismissed.
2. The Former Tenants vacated the rental unit on August 6, 2024.
3. I am not satisfied that the Landlords served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on December 8, 2025, by email.
5. Service of documents by email to the Former Tenant is permitted under Rule 3.3(c) of the LTB's Rules of Procedure. This rule establishes a two part test, and it states that a

document may be served on a former tenant no longer in possession of a rental unit by email if: (1) *during the tenancy the tenant or former tenant had consented in writing to service by email; and (2) if it can be proven that the contents actually came to the attention of the tenant or former tenant.*

6. The Landlords filed into evidence a copy of their OREA (Ontario Real Estate Association) lease agreement dated April 24, 2021, to establish the Former Tenants had provided consent in writing to service by email during the tenancy. This agreement does not contain any provisions or terms with respect to the Former Tenants providing the Landlords consent in writing to service by email. The Landlords also did not provide sufficient evidence of the documents coming to the attention of the Former Tenants. Thus, I am not satisfied that the Landlords served the documents in accordance with the subsection 191(1.0.1) of the Act and Rule 3.3 of the LTB's Rules of Procedure.
7. Accordingly, the Landlords' application is dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

February 6, 2026
Date Issued

Inderdeep Padda
Member, Landlords 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