



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-034989-25

In the matter of: 1028, 637 LAKE SHORE BLVD W
TORONTO ON M5V3J6

Between: David Marks Landlord

And

9695672 Canada Inc Former Tenant

David Marks (the 'Landlord') applied for an order requiring 9695672 Canada Inc (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

David Marks (the 'Landlord') applied for an order requiring 9695672 Canada Inc (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 8, 2025.

The Landlord's legal representative, Jimmy Gangadin and the Landlord attended the hearing.

As of 11:26am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. 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 proved some of the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant 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 July 14, 2025 by mailing the documents to the Former Tenant. The Landlord obtained the Former Tenant's new address when the Tenant filed their own tenant application with the Board.
5. The Former Tenant vacated the rental unit on November 20, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation

8. The position of the Landlord is the Former Tenant moved in on December 1, 2018 for a fixed term. At the time the Tenant vacated the rental unit the Tenant was on a month-to-month term.
9. The Landlord stated that he received a text from the Former Tenant sometime in mid-November 2024 telling the Landlord he had vacated the rental unit.
10. The Landlord submitted a ledger as evidence of the rent charged and the rent paid by the Former Tenant to support the claim for rent arrears.
11. The Former Tenant has not made any payments since the application was filed.
12. Although the Former Tenant did not terminate the tenancy in accordance with a notice of termination or agreement with the Landlord to terminate the tenancy the Landlord is seeking arrears up to the end of November 2024. Therefore, the Former Tenant's obligation to pay rent ended on November 30, 2024.
13. The Landlord claims the Former Tenant owes rent arrears in the amount of \$21,921.45 from January 1, 2023 to November 30, 2024.
14. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for rent arrears in the application.
15. Therefore, the Former Tenant owes the Landlord \$21,921.45.

Compensation for damage

15. The Landlord claims the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
16. The Landlord claims he incurred reasonable costs of \$20,000.00 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
17. For the following reasons the damage claims in the application are dismissed.

18. The onus rests with the applicant, in this case the Landlord to provide sufficient evidence to support their claim the Former Tenant caused undue damage to the rental unit or residential complex.
19. The requirement for adequate particulars required within any notices of termination or as is in this case Board applications, has long been established by case law. The leading case regarding the requirement for sufficient reasons and details is *Ball v. Metro Capital Property*, [2002] O.J. No. 5931. This case stands for the proposition that the kinds of particulars that should be contained in a notice should include “dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant”. The Court held that the tenant needs to know the specific allegations against him/her for three purposes:
- a. to know the case that must be met;
 - b. to decide whether to dispute the allegations; or
 - c. to consider whether to void the notice.

20. The Board's L10 application forms have been developed with instructions to elicit the necessary details required for the Landlord to make a claim for damage and provide sufficient reasons and details. As is the case before me the description box under Reason 4 for a claim for damage states:

“Please explain: What were the damages to the property? How did you calculate the costs you are claiming to repair or replace the damage property?”.

21. Although the decision in *Ball v Metro* applies to a Landlord's N5 notice, I note that the same level of details like dates and times of incidents and specifics on the type of damage the Landlord is claiming is required in an L10 application damage claim in order for the Former Tenant to know the exact case to be met.
22. In my view the Landlord's application does not meet the specific reasons and details required. The Landlord's damage claims states:

Tenant had been negligent in allowing the landlord to conduct inspections maintenance in the unit causing appliances such as the heat pump functions to be impaired.

23. The Landlord's claim does not provide dates and / or times of the alleged inspections, specifically all the appliances the Landlord is claiming are damaged and what specifically the “impaired” status of the appliances are and if they were repaired or replaced.
24. For procedural fairness, *Ball v. Metro Capital* and Board forms require applicants to be the ones to provide sufficient details for the claims that are being made. Only then can the respondent fairly have a chance to respond to those claims.
25. For all the reasons above I find the Landlord has not met the requirements for the sufficient reasons and details in the application and therefore the damage claim in the Landlord's application is dismissed.

26. Tenant had been negligent in allowing the landlord to conduct inspections maintenance in the unit causing appliances such as the heat pump functions to be impaired
19. There is no last month's rent deposit.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. 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.
22. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$21,921.45, which represents rent and compensation owing up to .
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$22,107.45*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 6, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To	\$21,921.45
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$22,107.45