



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090261-25

In the matter of: 3 Soho Crescent
Nepean ON K2J2W4

Between: Gregory Walker Landlord

And

Sally T Baggott Tenant

Gregory Walker (the 'Landlord') applied for an order to terminate the tenancy and evict Sally T Baggott (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- 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.

Gregory Walker (the 'Landlord') also applied for an order requiring Sally T Baggott (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 11, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

Rent Arrears

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on August 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,204.00. It was due on the 1st day of each month.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to August 31, 2025, are \$3,958.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$191.47 is owing to the Tenant for the period from July 2, 2020, to August 31, 2025.

Wilful or Negligent Damage

10. On August 12, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleges that the Tenant, the Tenant's guests or another occupant of the rental unit wilfully or negligently damaged the rental unit or the residential complex.
11. It is the Landlord's evidence that, during the tenancy, the Tenant caused or permitted significant damage to the rental unit, including damage to the garage door, a window, the dishwasher, exterior siding, flooring, railing spindles, interior doors, thermostat, walls, and water damage. The Landlord relied primarily on a contractor's estimate attached to the N5 notice and testified that the Tenant admitted to some of the damage in an affidavit.
12. The Tenant denied responsibility for most of the alleged damage. The Tenant acknowledged only that some railing dowels were missing and that a section of exterior siding had melted due to the placement of a barbecue. The Tenant's Legal Representative submitted that the Landlord did not meet the burden of proof because the contractor's estimate was not specific to tenant-caused damage and was labelled as "home renovation." They further submitted that the Landlord testified that they asked the contractor to alter the description to "tenant damage," undermining its reliability.
13. In my view, 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. The Landlord did not provide photographs, independent assessments, repair invoices, or detailed testimony describing how the alleged damage occurred, when it occurred, or how it was attributable to the Tenant. The contractor's estimate is insufficient on its own because it describes general "home renovation" work and does not separate pre-existing conditions, regular wear and tear, or repair items unrelated to proven tenant conduct.
14. Moreover, the Landlord's testimony did not clarify the scope of the estimate or break down the cost of the specific items that the Tenant acknowledged, such as the railing spindles and the siding. In the absence of reliable, detailed evidence establishing causation and responsibility, I am unable to find that the Tenant caused the alleged damage, or that it was caused wilfully or negligently.

15. In addition, the Landlord has not proven the reasonable costs incurred or to be incurred as a result of the alleged damage. The estimate filed is a combined quotation for multiple renovations and does not itemize the costs attributable to each alleged instance of tenant-caused damage. The Landlord testified that they did not know the specific amounts for individual line items. As such, the Landlord has not met the evidentiary burden to establish reasonable repair costs.

16. Accordingly, the L2 application relating to alleged wilful or negligent damage is dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,852.53. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord's L2 application is dismissed.

February 9, 2026
Date Issued

Kyle Anderson
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$3,958.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$191.47
Total amount owing to the Landlord	\$1,852.53