



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

File Number: LTB-L-069999-25

In the matter of: 502, 25 CEDARCROFT BLVD
TORONTO ON M2R2Z3

Between: NOVI PROPERTIES Landlord

And

ESTHER RACHEL GUTTMAN Tenants
ADAM ATKINSON

NOVI PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict ESTHER RACHEL GUTTMAN and ADAM ATKINSON (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed charges related to NSF cheques.

NOVI PROPERTIES (the 'Landlord') also applied for an order requiring ESTHER RACHEL GUTTMAN and ADAM ATKINSON (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on January 26, 2026.

The Landlord's Agent, Elvis Prifti, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application. Therefore, the Tenants must pay compensation to the Landlord in the amount of \$762.30 on or before February 28, 2026, which includes the application fee.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On August 22, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on the same date. The notice of termination alleges that the Tenants' child broke the glass in the residential complex's lobby door on June 4, 2025. As a result, the Landlord incurred costs of \$576.30 to have the door repaired.
4. The Landlord alleges that the behaviour of the Tenants has resulted in expenses incurred by the landlord from damages and has substantially interfered with the Landlord's reasonable enjoyment of the residential complex, and lawful rights, privileges or interests.
5. The Tenants did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (the 'Act').
6. The Landlord entered into evidence security camera footage that showed an adult female and a child exiting the residential complex on June 4, 2025. The security footage further showed the child kicking the plate glass within the lobby door, shattering it. The Landlord identified the adult female as one of the Tenants, Esther Guttman (EG), and the child as EG's child.
7. The Landlord also entered into evidence a copy of the invoice for the repair of the door in the amount of \$576.30. The invoice was paid by the Landlord and provided to the Tenants for payment. As of the date of the hearing the Tenants have not paid the invoice.
8. When asked, EG would not confirm that it was her and her child in the security footage, even though the video was clear and the faces of the individuals were readily identifiable.
9. Tenant EG testified that her son is autistic and occasionally has autistic "meltdowns". She took issue with the Landlord's failure to attempt to rectify this issue outside of an LTB hearing.
10. I find that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
11. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord incurred \$576.30 in out-of-pocket expenses associated with repairing the glass in the lobby door, and that it represents the reasonable out of pocket expenses incurred to repair the damage caused. Therefore, the Tenants shall be ordered to pay this amount to the Landlord in accordance with section 89(1) of the Act.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

NSF Charges

13. There was no evidence provided by the Landlord in support of the claimed NSF Charges.

14. The Tenants disputed the NSF charges, submitting that they were incurred as a result of the Landlord attempting to claim costs associated with this hearing before the hearing happened through a chargeback.
15. On a balance of probabilities, I find that the Landlord has not proven the claimed NSF charges. As such, this element of the L2 application is dismissed.

Relief from Eviction

16. The Landlord's Agent stated that the Landlord was simply seeking a payment order that the Tenants pay for the repairs to the lobby door in the amount of \$576.30 and the application fee of \$186.00.

It is ordered that:

1. The Tenants shall pay the amount of \$762.30 to the Landlord by February 28, 2026. This amount represents the reasonable costs of repairing the lobby door and the application fee.
2. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026

Date Issued

Curtis Smith

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.