



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Bennett v Sweeney, 2026 ONLTB 15405

Date: 2026-02-19

File Number: LTB-L-040927-25 &
LTB-L-048650-25

In the matter of: B, 199 NEEVE ST
GUELPH ON N1E5S5

Between: Carol Bennett
Michael Hietkamp
Landlords

And

Meredith Sweeney
Tenant

Carol Bennett and Michael Hietkamp (the 'Landlords') applied for an order to terminate the tenancy and evict Meredith Sweeney (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

Carol Bennett and Michael Hietkamp (the 'Landlords') also applied for an order requiring Meredith Sweeney (the 'Tenant') to pay the Landlords' reasonable out-of-pocket costs the Landlords have 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 November 26, 2025.

The Landlord, C. Bennett and the Tenant attended the hearing.

Determinations:

1. The Landlord's application LTB-L-048650-25 is based on a sole second N5 notice of termination served to the Tenant, that is a non-voidable N5 notice of termination. Pursuant to subsection 53(3) of O. Reg. 516/06, an application with respect to a second contravention in six months is supposed to be filed together with a copy of the original notice of termination, and a copy of the certificate of service of the original notice of termination. That original notice of termination was filed with application LTB-L-040927-

25, a separate application. Therefore, it is not possible for the Landlords to obtain an eviction order on LTB-L-048650-25.

2. For this matter, the above impossibility of obtaining an eviction order on one of the applications is moot since the parties have mutually agreed that the Tenant will be moving out of the rental unit on March 31, 2026. The part of the order related to termination of the tenancy and the enforcement date, will be on consent.
3. It was therefore not necessary for me to consider the Landlords' notices of termination for either application LTB-L-048650-25 or LTB-L-040927-25. In both applications, the Landlords are seeking alleged damage caused by the Tenant. It is therefore only the alleged damage that is before me to consider. I proceeded to hear the parties' evidence on requested reimbursement for the damage the Landlords allege is caused by the Tenant.
4. The Landlords allege in their applications that the Tenant caused damage to a garage door, a garage wall and window, downspouts, siding, kitchen window screen, a rear deck, and damage to the foundation, all for a total of \$7,099.74. The parties agree that the Tenant has repaired some of the damage, including a window in the garage, the door in the garage, and she has removed a 9 X 12 greenhouse that was attached to a rear deck, so the total amount now being claimed is substantially less than \$7,099.74 (see below).
5. The rental unit is a main floor unit in a detached house which is a legal duplex. The Tenant was permitted "courtesy" use of a garage. The Tenant moved into the rental unit in 2019.

Garage Damage by Chicken Coop, Chickens and Shelving:

6. The Landlords said that they first noticed a damage problem when they had roofers in for the garage. They said that in April 2025, they noted a lot of damage in the garage. They said that it was after discovering the damage that they removed their "courtesy" permission for the Tenant to use the garage. They submitted into evidence an email they wrote to her on April 6, 2025, in which they list damage they noticed in the garage, and in which they forbid further use of the garage by the Tenant.
7. In the email dated April 6, 2025, the Landlords state that the Tenant constructed a two-storey chicken coop in the garage without authorization, she removed a garage window and replaced it with plywood, she screwed shelving into the garage wall, and there was a lot of chicken feces damage to a work bench. The Landlords also note that the chickens attracted vermin such as rats, and they found rat nests in the garage. They further note that they filled over two, extremely large dumpsters with garbage and debris from the garage in the course of repairing the damage.
8. The Landlords submitted into evidence a receipt for payment of dumpsters to remove all the debris from the garage, for a total of \$931.74.
9. The Landlords submitted into evidence the Tenant's reply of April 7, 2025. In the message, the Tenant admits all the damage in the garage.

10. The Tenant said that she moved into the rental unit with the chickens and the Landlords knew all about them. She said that she removed the greenhouse as soon as the Landlords mentioned it to her.
11. The Tenant said that all her chickens were killed in 2022, and the Landlords knew about it and had visited the residential complex many times. She said that a lot of the debris in the garage found by the Landlords in April 2025 was not hers. She said that the work bench was destroyed by leaking from the roof, well known to the Landlords, rather than her chicken feces.

Reasons and Analysis:

12. I find that it is undisputed that the Tenant had chickens in the garage that caused some damage. The Tenant repaired a garage window, and the Landlords are not claiming for this repair. The only amount the Landlords are requesting for this damage is \$931.74 for bins to remove all the wood and debris they found in the garage, and to clean and restore the garage.
13. The Tenant said that not all the debris was a result of her chicken coops.
14. I find, on a balance of probabilities, that the Tenant's chicken coops caused damage to the garage, with ensuing debris and mess, that required hiring a number of large bins to remove and repair the garage. The Tenant herself wrote to the Landlords on April 7, 2025, "I want to sincerely apologize for everything that's unfolded in the garage. I'm truly sorry for the stress, time, and work this has caused you both..." and she then accepts their decision to rescind her entitlement to use the garage. I find that the Tenant's reply is an admission that she caused the damage that needed to be cleaned, restored and removed.
15. Although the bins were rented, I find that they are part of the cost of repairing damage. If not for these bins, the Landlords would not be able to repair the damage created by the Tenant in the garage.
16. Consequently, I find that the Landlords are entitled to \$931.74 to repair the damage caused to the garage by the Tenant.

Downspouts and Foundation Parging Damage:

17. The Landlords said that it was around this time they noticed two rear eavestroughs downspouts had been cut up, which permitted water to run down the side of the house and rot the board and batten siding. They also said that the forceful water pressure of the running water has damaged the foundation. The Landlords submitted into evidence photos taken in April 2025 of a downspout that comes from the eavestrough and ends halfway down the side of the house, right on the board and batten siding which is only on the upper half of the house. There is a close-up photo where the downspout has a jagged edge that looks like it was cut. They also submitted photos of rotted wood on the board and batten that they allege is water damage. There is another close-up photo of the bottom of the house with cracked parging that covers the foundation, that the Landlords allege was caused by water running down because of the cut downspout.

18. The Landlords submitted into evidence an estimate to replace the rotted wood and patch the parging from one corner of the house, that includes material like wood stain and downspout replacement, as well as labour for three hours, that comes to a total of \$433.46.
19. The Landlords submitted into evidence an estimate to replace siding and the cutting of another, curved downspout from the rear of the house. That estimate total was \$445.17.
20. The Tenant denies that she caused any damage to the rear, curved downspout. She submitted into evidence a photo of the downspout that she alleges was taken in 2020. She said that the rear downspout was already pouring water against the side of the house.
21. The Tenant said that she did not cut the other downspouts from the other corner of the house, but she merely removed the bottom piece of the spouts to attach to water hoses to collect water in barrels. The Tenant also submitted into evidence photos that she alleges prove that she repaired the downspouts. The photos show hoses attached to the downspouts, which she said actually extend the spout. She said that the photos, taken in June 2025, show that she redirected the water away from the side of the house, sanded the and painted the wood. The Landlords said that the Tenant merely "painted over" the issue without really repairing it.
22. The Tenant submitted into evidence photos of the board and batten from the top of the house that proves, she said, that some of the "damage" observed to the wood in the Landlords' photos, is really wear and tear that is consistent all around the house.

Reasons and Analysis:

23. With respect to the "cut" downspouts, I find, on a balance of probabilities that the Tenant caused damage to these downspouts in an amount equal to the \$433.46 being claimed by the Landlords for the following reasons. The Tenant said that they were not "cut", but she had rather removed a lower portion of the spout in order to attach a hose to collect rainwater. Therefore, I find that the Tenant has admitted to this damage. Her description of how she has improved the way water is directed away from the house by attaching extending hoses, is just a further admission that she did, in fact, alter the downspouts in a way that was unauthorized by the Landlords. She may not call it damage, but she admits she altered the downspouts without authorization from the Landlord. However, I find, in fact, that the photos show that the downspout was cut, not just with a bottom piece "removed" and "improved" as submitted by the Tenant. The edges of the downspouts are jagged and look like they have been cut. The Landlord is entitled to the amount they are claiming, as it is an estimate to return the downspouts to their original, pre-cut condition. The Landlord will have to pay \$433.46 to restore the downspouts and parging on that side of the house.
24. With respect to the rear, curved downspout, I find that the Tenant is responsible for altering it as well. Her photo, even if taken in 2020, was after the Tenant had been living in the unit for a year, not from prior to the tenancy. It could already have been altered at that point. As can be seen in the Tenant's photo, the curved, rear downspout is situated right above some raised garden boxes installed by the Tenant. I therefore conclude, on a balance of probabilities, that the Tenant wanted to collect rainwater from that downspout as well.

There were no extended hoses attached to the downspout when the Landlords took their photos in April 2025, which suggests that the Tenant did not always have hoses collecting the water, and the water was frequently running down the side of the house. It would have been particularly rainy in a spring month like April. Therefore, I find that the shortening of the downspout damaged the downspout, and it also increased water run-off against the side of the house, which also caused water damage to the side of the house and the wood board and batten. The Landlords are entitled to their estimate of \$445.17 for this damage as well.

Kitchen Window Screen:

25. The Landlords said that in April 2025, they also discovered a kitchen window screen had been removed to allow a power bar to pass into the Tenant's greenhouse. They submitted into evidence a photo of the kitchen window with the power bar right outside it. They also submitted into evidence a photo of the bent, damaged kitchen window screen beside the greenhouse.
26. The Landlords had an estimate to replace the window screen for \$180.56.
27. The Tenant said that she removed the kitchen window screen, stored it at the side of the property, and she intended to replace it in the window.
28. I find, based on the photos and based on the Tenant's admission, that the kitchen window screen was removed, thereby damaging it. The Landlords will have to pay \$180.56 to replace it, and they are entitled to this amount.
29. Based on my findings above, 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, and the Landlords have proven the reasonable costs totalling \$1,990.93 that the Landlords have incurred, or will incur, as a result of the damage.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after April 1, 2026.
4. The Tenant shall pay to the Landlords \$1,990.93, which represents the reasonable costs of repairing the damage or replacing the damaged property.
5. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlords is \$2,176.93.

7. If the Tenant does not pay the Landlords the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 19, 2026
Date Issued

Nancy Morris
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.