



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

File Number: LTB-L-088178-25

In the matter of: 1515, 40 TUXEDO CRT
SCARBOROUGH ON M1G3S7

Between: Tuxedo Court LP Landlord

And

Robyn Cogger-Morrisseau Tenant
Peter Nicholson

Tuxedo Court LP (the 'Landlord') applied for an order to terminate the tenancy and evict Robyn Cogger-Morrisseau and Peter Nicholson (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- 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.

Tuxedo Court LP (the 'Landlord') applied for an order requiring Robyn Cogger-Morrisseau and Peter Nicholson (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 January 20, 2026.

Only the Landlord's Legal Representative, Sabrina Marchionne and the Landlord's Agent, Anca Moldoveanu attended the hearing.

As of 9:51 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, in light of the circumstances disclosed, I have granted conditional relief from eviction as requested by the Landlord. Therefore, the Tenant is provided until March 20, 2026, to satisfy the damages or the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 15, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant caused damage to the one slab door and the passage set, which cost the Landlord \$474.60 to fix.
4. The Landlord's Agent provided uncontested evidence and testimony that the Tenant requested the bedroom door in her unit to be replaced as it was damaged. Upon review of the broken door, it was established that this was not normal wear and tear, it appeared as if someone broke the door. The damaged door was fixed, and the Landlord was provided an invoice and paid the invoice and requested the Tenant to pay these reasonable costs.
5. The Tenant 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 Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
6. I am satisfied that the Landlord has satisfied the grounds for termination and that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord, and that 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.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

Compensation for damage

9. I am satisfied that the Landlord occurred reasonable costs to rectify the damage caused as noted above in the amount of \$474.60.

Relief from eviction

10. The Landlord requested an order requiring the Tenant to pay compensation for the cost of repairing the damage by March 20, 2026, so the Tenant can remain in the unit. If the Tenant does not comply with paying for the compensation for damage on or before March 20, 2026, the Landlord is seeking a termination of the tenancy.

11. I find this reasonable as this will provide additional time for the Tenant to satisfy the damages being sought.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$474.60, which represents the reasonable costs of repairing the damaged property.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

February 19, 2026
Date Issued

Samantha Greaves
Member, Landlord 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.