Order under Section 69 / 89
Residential Tenancies Act, 2006

Citation: Wuebbolt v Wannamaker, 2026 ONLTB 15981
Date: 2026-02-23
File Number: LTB-L-091541-25

In the matter of: B1, 309 THE KINGSWAY
ETOBICOKE ON M9A3V3

Between: Ernest Wuebbolt — Landlord

And

Trina Wannamaker
Jacob Sararas — Tenants

Ernest Wuebbolt (the 'Landlord') applied for an order to terminate the tenancy and evict Trina Wannamaker and Jacob Sararas (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 compensation for each day the Tenants remained in the unit after the termination date.

Ernest Wuebbolt (the 'Landlord') also applied for an order requiring Trina Wannamaker and Jacob Sararas (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 February 4, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for damages and the Tenants shall pay to the Landlord $1,684.38.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on October 30, 2025.

4. On September 17, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations: the Tenant broke the large living room window and with the Tenants' cooperation, the window was replaced by a third party, National Glass and Mirror Co. An invoice dated September 8, 2025 in the amount of $1,498.38 was attached to the N5 notice.

<u>Landlord's Evidence</u>

5. The Landlord testified that he became aware of the broken window in unit B1 on or about July 25, 2025. He and Bob Pafilias, glass installer attended at the rental unit to assess the damages and measure for a replacement window. A letter dated January 20, 2026 was provided by the glass installer which formed part of the Landlord's evidence.
6. Mr. Pafilias stated in his letter that the lower, middle, inside windowpane of a double pane window was broken by blunt force. He stated that this damage was a direct result of something or someone hitting the window. He also stated that a piece of furniture could have fallen over and caused this damage.
7. Mr. Pafilias confirmed in his letter that the blunt force that caused the damaged window came from the inside of the rental unit as the inside pane of the window was damaged.
8. The Landlord arranged with the glass installers to have the window manufactured to replace the current one in the B1 rental unit.
9. In Mr. Pafilias's letter, he stated that the Tenants believed that the window broke due to combustion. He explained in his letter that a window broken by combustion would have cracks from one of the corners of the windows which would start the breakage of the window. The glass installer stated in this letter that there were no cracks in any of the four corners of the window.
10. The Landlord confirmed that the thermal unit (windowpane) was replaced by Bob Pafilias and Lou Ngozzino. He confirmed that he paid the invoice of $1,498.38 on October 28, 2025.
11. The Landlord is seeking a payment order,

<u>Tenant's Evidence</u>

12. The first-named Tenant testified that combustion caused the living room window to break. She stated that no one in her family had knocked a piece of furniture or had done anything to cause the middle of the window to break.
13. She also stated that she contacted the Landlord on or about June 21, 2025 with her concerns about the problems with that window but the Landlord simply ignored her.
14. The Tenant stated that the Landlord only chose to address her complaint on July 25, 2025, a month after she filed her complaint with the Landlord.

15. The Tenant does not believe that she should have to pay for a window that was not functioning properly in the first place and she believes that the window cracked because of combustion.

<u>Analysis</u>

16. 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).

17. Based on the evidence of the Landlord, the letter from the glass installer, the pictures and the invoice provided by the Landlord, I am satisfied that the damage to the window was caused by the Tenants. Although the Tenant alleged that she thought that combustion was responsible for damaged window, she did not provide any supporting documentation to convince me of this alternate theory.

18. As such, I am accepting the invoice of $1,498.38 as reasonable to replace the damaged window.

19. The Landlord is seeking a payment order and I will be ordering that the $1,498.38 plus the application fee be paid by the Tenants to the Landlord by April 1, 2026.

18. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay the Landlord the amount of $1,684.38 by April 1, 2026. This amount includes the repair cost of $1,498.38 and the application fee of $186.00.
2. If the Tenants do not pay the Landlord the full amount owing on or before April 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2026 at 4.00% annually on the balance outstanding.

<u>February 23, 2026</u>
Date Issued

Carrie Bertrand
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.