



Order under Section 89 Residential Tenancies Act, 2006

File Number: LTB-L-101400-23

In the matter of: Coach House, 593 Jane Street
Toronto Ontario M6S4A3

Between: Andrew Schmidt Landlord

And

William Eward Former Tenant

Andrew Schmidt (the 'Landlord') applied for an order requiring William Eward (the 'Former Tenant') to pay the Landlord reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 22, 2025.

Only the Landlord attended the hearing.

The Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord evidence

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Former Tenant vacated the rental unit on November 18, 2023.
3. The Landlord submitted a certificate of service to certify that they had handed a copy of the L10 application to the Former Tenant on December 20, 2024. The certificate also indicates that it had been emailed to the Tenant.
4. The Landlord submitted that they had served the notice of hearing on the Former Tenant for this adjourned hearing via email on November 10, 2025. See DOC-6828288.

5. Pursuant to Rule 3.3 C. ii, the Landlord may serve the notice of hearing by email if the Landlord can prove that the contents of the email came to the attention of the Former Tenant. The Landlord produced an email from the Former Tenant dated November 12, 2025, in response to the email sent on November 10, 2025. Therefore, I was satisfied that the Former Tenant was aware of this adjourned hearing.
6. The Landlord did not provide a certificate of service indicating when the evidence they intended to rely upon had been served on the Tenant. The Landlord stated that the evidence had been served on December 20, 2024, at the same time as the L10 application.
7. This application had been previously adjourned on December 2, 2024, because the Landlord had failed to serve the application, evidence and the notice of hearing on the Tenant prior to that hearing.
8. The Landlord was aware of their obligations to serve the materials on the Tenant and yet, in completing the certificate of service they only indicated that they had served the L10 application in person and by email.
9. In my view the Landlord was not credible in stating that they had also served the evidence in person at the same time. The Landlord could have shown that it was served by producing the email sent to the Tenant on December 20, 2024. They did not. Therefore, I was not satisfied that the Landlord had properly served the evidence they intended to rely upon at this hearing.
10. The Landlord testified that they did not witness the Former Tenant causing the damages, that it was other tenants that had blamed this Former Tenant.
11. The Landlord did not call any of the other tenant's to testify.
12. The Landlord also testified that they have either made the repairs themselves or have not yet had the damages repaired.
13. I am not satisfied that the Landlord has proven that the Tenant has willfully or negligently caused the damages. There was no evidence to show that this Former Tenant or another tenant had willfully or negligently caused the damages.

It is ordered that:

1. The Landlord's application is dismissed.

February 27, 2026
Date Issued

Robert Patchett
Vice Chair, 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.