



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-074129-25

In the matter of: 16, 140 JEAN ST
THUNDER BAY ON P7A 5G3

Between: Dawson Properties Landlord

and

Victoria Makoop Tenant
Eno Anderson

Dawson Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Victoria Makoop and Eno Anderson (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;
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards;

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 7, 2026. Only the Landlord's agent, Michelle Lambert, attended the hearing.

As of 10:01 a.m. the Tenant were not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. At the beginning of the hearing, the Landlord's agent indicated that the tenancy had already been terminated by way of an L1 application (LTB-L-081478-25), and that an order terminating the tenancy was issued on January 5, 2026. Therefore, the Landlord's application for termination of the tenancy is moot and will not be considered.
2. The Landlord's agent sought an order for the damages in the amount of \$21,743.36, accordance with subsection 89(1) of the *Residential Tenancies Act, 2006* (the 'Act'). However, the Landlord's L2 application does not include a claim for compensation for damage, and the Landlord has not served a request to amend the application on the Tenant prior to this hearing.

3. Rule 15.1-15.2 of the Board's Rules of Procedure sets out the requirements for amending an application. They include serving the request to amend on the other parties at least 7 days in advance of the hearing and then filing with the LTB the amended application and a completed Certificate of Service. In this case, the Landlord did not satisfy any of these requirements. Instead, without notice to the Tenant the Landlord sought to amend the L2 application at the hearing to include a claim for damages that was not originally sought.
4. Rule 15.3 provides that the request to amend will be decided by the Board at the hearing after considering:
 - a. whether the amendment was requested as soon as the need for it was known;
 - b. any prejudice a party may experience as a result of the amendment;
 - c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d. whether the amendment is necessary and was requested in good faith; and
 - e. any other relevant factors.
5. In accordance with Rule 15.4, I am not satisfied that it would be procedurally fair to permit the requested amendment. The Tenants were not given prior notice of the substantial additional claim and had no opportunity to respond. Based on the reasons above, the request to amend the application to include a damage claim is denied.

It is ordered that:

1. The Landlord's application is dismissed.

February 27, 2026
Date Issued

Adeela Alvez
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.