



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

File Number: LTB-L-087223-25

In the matter of: 73 OAKWOOD ST
PORT COLBORNE ON L3K5G1

Between: Ghazal Conrad Landlord
Jonathan Conrad

And

Crystal Shute Tenant

Ghazal Conrad and Jonathan Conrad (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Shute (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Ghazal Conrad and Jonathan Conrad (the 'Landlord') also applied for an order requiring Crystal Shute (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 February 5, 2026.

Only the Landlord Ghazal Conrad and the Landlord's legal representative, Brittney Forsyth attended the hearing.

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. Therefore,

the Landlord will be entitled to the cost the Landlord has incurred or will incur to repair or replace undue damage to the property.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 31, 2025.

N5 Notice of Termination

4. On October 2, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on October 3, 2025. I am satisfied that the N5 Notice was properly served and complied with section 64 of the *Residential Tenancies Act, 2006* (the 'Act'). The notice of termination contains the following allegations:
 - You or someone visiting or living with you has wilfully or negligently damaged the rental unit or the residential complex.
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).

Daily compensation, NSF charges, rent deposit

6. The Tenant was required to pay the Landlord \$4,805.62 in daily compensation for use and occupation of the rental unit for the period from October 31, 2025, to December 31, 2025.
7. Based on the monthly rent, the daily compensation is \$77.51. This amount is calculated as follows: $\$2,357.50 \times 12$, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$167.30 is owing to the Tenant for the period from February 3, 2023, to December 31, 2025.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for damages

11. 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.
12. The tenancy commenced on March 1, 2023. The Landlord purchased the property in September 2022 after it had been renovated. Photographs from July 2022 demonstrate that the rental unit was in good condition prior to the Tenant's occupancy.

13. On July 24, 2025, the Landlord discovered extensive damage when a real estate agent attended the property for the purpose of assessing it for sale. Photographs taken August 20, 2025 and October 13, 2025 show:
- Extensive scratching and chewing to interior and exterior doors, door frames, trim, banisters, and window sills;
 - Removal of newly installed carpet exposing subflooring;
 - Damage to subflooring and kitchen flooring;
 - Holes in walls and damaged drywall;
 - Missing closet doors and broken fixtures;
 - Water damage in the bathroom;
 - Large quantities of debris and garbage;
 - Widespread dog feces and urine contamination throughout the home and backyard;
 - Installation of a dog enclosure causing damage to stairs and exterior areas.
14. The Landlord testified that the Tenant kept six dogs at the rental property without the Landlord's knowledge. The Landlord further stated that the nature, pattern, and extent of the damage are consistent with dog scratching, chewing, and prolonged animal occupancy without proper maintenance.
15. The Landlord submitted that the Tenant caused wilful and undue damage to the rental unit by removing the newly installed carpet and damaging the subfloor. The Landlord also submitted that the Tenant had forcibly removed the closet doors and caused extensive scratching and chewing damage to interior and exterior door frames, trim, banisters and windowsills. The Landlord submitted photo evidence which was supported by the Landlord's verbal testimony at the hearing. All of this damage occurred in the rental unit, and the rental property.
16. The Landlord submitted a contractor's written estimate dated September 16, 2025, in the amount of \$39,550.00 for repairs to the rental unit. The Landlord testified that repairs have been undertaken using the contractor who provided the estimate and that approximately \$12,000.00 has been paid to date, with the balance to be paid.
17. The photographic evidence demonstrates that substantial repairs were required, including:
- Replacement of doors and frames;
 - Replacement of trim and banisters;
 - Replacement of flooring and contaminated subflooring;
 - Repair of drywall and holes;
 - Replacement of damaged window components;
 - Bathroom repair and remediation;
 - Removal of debris and sanitation of the premises.

18. I am satisfied on a balance of probabilities that the scope of work reflected in the estimate was necessary as a direct result of the Tenant's wilful or negligent conduct. Given the extensive and pervasive nature of the damage, including contamination of flooring and structural components by animal waste, I find that full replacement of the affected materials was reasonable and necessary.
19. In the absence of evidence to the contrary from the Tenant, I am prepared to draw an inference in the circumstances that the damage was caused by the Tenant, her occupants or her guests and that it was done so wilfully. The damage is extensive, significant, and well beyond ordinary wear and tear. The Board finds that the Tenant wilfully or negligently caused undue damage to the rental unit.
20. The photographic evidence filed by the Landlord clearly demonstrates that the level of damage to the rental unit was substantial and well beyond ordinary wear and tear. The condition shown in the photographs is consistent with the Landlord's description of the damage in the N5 Notice and testimony at the hearing. The invoice for repair and replacement is proportionate to and consistent with the scope and severity of the damage depicted in the photographs, and I am satisfied that the amounts claimed are reasonable and supported by the evidence.
21. The Landlord will incur reasonable costs of \$39,550.00 to repair the damage and replace property that was damaged and cannot be repaired.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2025.
2. The Tenant shall pay to the Landlord \$4,805.62, which represents compensation for the use of the unit from October 31, 2025, to December 31, 2025.
3. Any payments made by the Tenant towards the compensation shall be credited to this order.
4. The Tenant shall pay to the Landlord \$39,550.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$2,467.30 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$42,074.32.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2026, at 4.00% annually on the balance outstanding.

March 3, 2026
Date Issued

Nathan Korenberg

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.