



## **Order under Section 89 Residential Tenancies Act, 2006**

**File Number:** LTB-L-035970-25

**In the matter of:** 35, 200 Bronson  
Ottawa ON K2G1V2

**Between:** Bronson Ridge Apartments Inc. Landlord

**And**

Kelliya Emma Tshiani-Levine Former Tenant

Bronson Ridge Apartments Inc. (the 'Landlord') applied for an order requiring Kelliya Emma Tshiani-Levine (the 'Former Tenant') to pay the Landlord's 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 10, 2025.

Only the Landlord's agent Joseph Rucci, and the Landlord's witnesses Tiffany Regado and Wendy Cabrera attended the hearing.

As of 11:26 am, 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's evidence

### **Determinations:**

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$5,778.73.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. These documents were served on November 7, 2025, by mail to the Former Tenant's new address.
4. The Former Tenant vacated the rental unit on August 20, 2024.

*Willful or Negligent Damage*

5. The Landlord's witnesses testified that when the unit was vacated, and inspection of the unit had occurred shortly thereafter and had found that the unit was very dirty, full of garbage, clothes, rotting and rotting food. The unit required 60 bags of garbage.
6. Further, the bathroom floor was stained as a result of the Former Tenant's pets and needed to be replaced. Invoices and photos were entered into evidence.
7. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
8. The Landlord incurred reasonable costs of \$5,592.73 to repair the damage and replace property that was damaged and cannot reasonably be repaired.
9. There is no last month's rent deposit.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$5,592.73, which represents the reasonable costs the Landlord incurred as a result of the damage.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$5,778.73\*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before March 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026, at 4.00% annually on the balance outstanding.

**March 6, 2026**  
**Date Issued**

\_\_\_\_\_  
Jagger Benham  
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.

\* Refer to the attached Summary of Calculations.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**Amount the Former Tenant must pay the Landlord:**

|                                    |            |
|------------------------------------|------------|
| Damage Costs                       | \$5,592.73 |
| Application Filing Fee             | \$186.00   |
| Total amount owing to the Landlord | \$5,778.73 |