



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

File Number: LTB-L-096405-25

In the matter of: 103, 68 LINDSAY ST N
LINDSAY ON K9V0N7

Between: KLH Housing Corp [KLHHC] Landlord

And

Amy Hughes Tenant

KLH Housing Corp [KLHHC] (the 'Landlord') applied for an order to terminate the tenancy and evict Amy Hughes (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

KLH Housing Corp [KLHHC] (the 'Landlord') also applied for an order requiring Amy Hughes (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 18, 2026.

Only the Landlord's Legal Representative Caroline Smith and a witness for the Landlord Ashley Swanton attended the hearing.

As of 9:23am, 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. Therefore, the tenancy shall continue subject to the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On October 23, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that the Tenant damaged the door to the rental unit with a pry bar tool attempting to gain entry.
4. 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).
5. The Landlord's witness Ashley Swanton testified at the hearing. She is a Coordinator for the Landlord. She testified that on October 17, 2025, the Landlord was informed that the Tenant and a guest were attempting to break into the Tenant's own unit, through the door and a window.
6. She testified that she observed this on the Landlord's CCTV footage which depicted the Tenants guest attempt to enter the rental unit, and fidgeting with the lock, it also depicts the Tenant attempting to get in by breaking a window, before entering a neighbouring unit and returning with a large tool which she used to pry the door open, damaging it in the process.
7. The Landlord relied on photographs of the damaged door in support of their Application.
8. She testified that the Tenant has previously changed the locks and had not provided the Landlord with a key to the rental unit. She testified that had the Tenant not change the locks, the Landlord would have been able to open the door for her.
9. Based on the uncontested testimony of the Landlord's witness and the photographs introduced, I accept that the Tenant damaged the door of the rental unit by attempting to pry the door open using a large tool. I accept that this caused damaged to the door which was not repaired by the Tenant.

Costs and LMR

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Compensation for damages

12. The Landlord has not proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage.
13. The Landlord sought \$1500.00 for damages to repair or replace the door. The Landlord's witness indicated that this was an estimate, and did not rely on any invoices, receipts of estimates received from contractors in support of this amount.
14. While I am prepared to accept that the Tenant has clearly damaged the door, based on the information presented by the Landlord it remains unclear to me what the cost of repairing or replacing the door shall be. While I am prepared to accept based on the photographs of

the damaged that the Landlord shall incur some costs to replace the door, I am not satisfied that the Landlord has demonstrated that it shall cost them \$1500.00 to do so. Therefore, I am not satisfied that the Landlord has demonstrated the reasonable costs that the Landlord has incurred or will incur as a result of the damage.

15. I also note that the Landlord has sought a conditional order, which would allow the tenancy to continue, contingent on the Tenant paying the \$1500.00 to repair or replace the door. While I accept that the Tenant has caused damage to the complex, and a conditional order is appropriate I find that it would be inappropriate to make continuation of the tenancy contingent upon the Tenants paying \$1500.00 when the Landlord has not demonstrated that they shall incur these costs.

Relief from eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
17. The Landlord sought a conditional order and indicated that the Tenant is participating in a recovery model program. In consideration of this I am satisfied that it is appropriate to allow the Tenant an opportunity to preserve the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Effective March 4, 2026 and continuing for the life of the tenancy the Tenant shall not wilfully or negligently damage the rental unit, or residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

March 4, 2026
Date Issued

Reid Jackson
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.