



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

File Number: LTB-L-103820-25

In the matter of: Basement Unit, 17 Plumtree Place
NORTH BAY ON P1A3Y5

Between: Deepthi Medicherla Landlord

And

Jade Kollias Tenant
Ariel Dempsey

Deepthi Medicherla (the 'Landlord') applied for an order to terminate the tenancy and evict Jade Kollias and Ariel Dempsey (the 'Tenant') because

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building;

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

The Landlord also applied for an order requiring 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 March 10, 2026.

Only the Landlord attended the hearing.

As of 9:24a.m., 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. The Tenant was in possession of the rental unit on the date the application was filed.
2. On December 7, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:
3. Based upon the Landlord's testimony and photographs I am satisfied that the Tenant has wilfully damaged the rental unit. The Landlord testified that there are punch marks on nearly every wall in the rental unit. The photographs show numerous holes in the wall that look consistent with punches and deliberate damage. The amount of holes and damage is not consistent with normal wear and tear or accidental damage.
4. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. There is no evidence before me that supports that the Tenant will comply with a conditional order to stop damaging the rental unit or to pay for the damage.
5. As I have found that the wilful damage claim is sufficient to grant the Landlord's application it is unnecessary to consider the other claims on the notice of termination.
6. The Landlord also seeks the reasonable costs to repair the damage. The Landlord testified that she had a contractor give her an estimate of \$2,000.00 to fix the drywall. Given how significant the damage is and how many walls are impacted, I find those costs to be reasonable.
7. The Landlord also indicated that they were looking for \$600.00 for garbage disposal. The Landlord claims this cost as damage on the application. I am not satisfied that the presence of garbage constitutes damage and therefore this claim is denied for that reason. Additionally, the total costs claimed on the application are \$2,000.00 and that amount has already been awarded to fix the drywall. The Landlord did not seek to amend their application and indicated that they were agreeable to only receive \$2,000.00 total in compensation.
8. Based on the monthly rent, the daily compensation is \$54.25. This amount is calculated as follows: \$1,650.00 x 12, divided by 365 days. The Tenant was required to pay the Landlord \$4,068.75 in daily compensation for use and occupation of the rental unit for the period

from December 26, 2025 to March 10, 2026. The Landlord testified that no rent payments were made for the period.

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,650.00 from the Tenant. The Landlord indicated that the Tenant sought to use the deposit to cover October 2025's rent. Section 105(10) of the *Residential Tenancies Act, 2006* ('the Act') establishes that a rent deposit can only be applied to the last month of a tenancy. As the tenancy is ongoing the Landlord is still holding the rent deposit. Interest on the rent deposit, in the amount of \$93.89 is owing to the Tenant for the period from November 11, 2023 to March 10, 2026. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 18, 2026.
2. If the unit is not vacated on or before March 18, 2026, then starting March 19, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 19, 2026. The Sherrif is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$4,068.75, which represents compensation for the use of the unit from December 26, 2025 to March 10, 2026.
5. The Tenant shall pay to the Landlord \$2,000.00, which represents the reasonable costs of repairing the damage.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,743.89 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.
8. The total amount the Tenant must pay the Landlord is \$4,510.86.
9. The Tenant shall also pay the Landlord compensation of \$54.25 per day for the use of the unit starting March 11, 2026 until the date the Tenant moves out of the unit.
10. If the Tenant does not pay the Landlord the full amount owing on or before March 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2026 at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Amanda Kovats
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 19, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.