



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: OATES v GALLAGHER, 2026 ONLTB 22639

Date: 2026-03-18

File Number: LTB-L-050345-25

In the matter of: 4 Mable Street
Tilbury ON N0P2L0

Between: MARK OATES Landlord

And

DELSIE GALLAGHER Tenant

MARK OATES (the 'Landlord') applied for an order to terminate the tenancy and evict DELSIE GALLAGHER (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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.

MARK OATES (the 'Landlord') also applied for an order requiring DELSIE GALLAGHER (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 17, 2026.

Only the Landlord and the Landlord's Representative Audrey Skinner attended the hearing.

As of 9:44 am, 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 compensation in the application. Therefore, the Tenant shall pay to the Landlord \$19,888.43.
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 September 5, 2025.
4. On May 22, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains, in part, the following allegations:

January 2022 to November 5, 2024 the Tenant's issues resulted in 59 calls to the police and fire services.

May 6, 2025, An inspection of the unit found considerable damage to the walls, doors and windows, missing smoke and CO2 detectors and a large amount of clutter throughout the unit.

5. As the Tenant had vacated the unit, the Landlord was no longer seeking termination of the tenancy and therefore did not address the issues with the Tenant's behaviour.
6. The Landlord testified to the inspection of the unit on May 6, 2025, and to the condition of the unit as described in the N5 notice. Multiple photos of the unit showing damage and clutter were submitted as evidence.
7. The Landlord testified that after serving the Tenant with the N5 notice, she 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).
8. The Landlord testified that the Tenant moved out of the unit on September 5, 2025, and left the inside and outside of the unit with so much garbage and belongings that a dumpster, a bobcat and a full day of labour was required to remove it.
9. The Landlord testified to the damage to the front door, the frame, smashed and broken windows, damaged patio door, damaged interior walls, damage to the bathroom, the bedroom doors, the kitchen, the light fixtures, the flooring, the lawn and the garage.
10. The Landlord testified to the list of materials bought to make the repairs, the 8 weeks of work it took him doing repairs and the costs of the contractors he hired. Copies of the invoices and receipts were submitted as evidence.
11. Based on the uncontested evidence presented by the Landlord, I find on a balance of probabilities that 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 Landlord has incurred reasonable costs of \$19,227.05 to repair the damage or replace property that was damaged and cannot be repaired.
13. The Landlord testified that after the Tenant vacated the unit, the Tenant left unpaid utility bills which were transferred to his property tax. Therefore, I find that the Landlord has incurred reasonable costs of \$475.38 for the unpaid utility bills.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 5, 2025.
2. The Tenant shall pay to the Landlord \$19,227.05, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall also pay the Landlord \$475.38 for the out-of-pocket expenses incurred as a result of the unpaid utility bills.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$19,888.43.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 30, 2026 at 4.00% annually on the balance outstanding.

March 18, 2026

Date Issued

Brenda Mercer

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.