



## **Order under Section 94.7 / 94.15 Residential Tenancies Act, 2006**

**Citation:** RYEGATE (TECUMSEH) CO-OPERATIVE HOMES INC. v BRAIND, 2026  
ONLTB 23096

**Date:** 2026-03-16

**File Number:** LTB-C-030775-25

**In the matter of:** 1560 COMMUNITY CRES  
TECUMSEH ON N8N4T3

**Between:** RYEGATE (TECUMSEH) CO-OPERATIVE HOMES INC. Co-op

**And**

ALYSSA BRAIND Co-op Member

RYEGATE (TECUMSEH) CO-OPERATIVE HOMES INC. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict ALYSSA BRAIND (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Co-op also applied for an order requiring the Co-op Member to pay the Co-op's reasonable out-of-pocket costs the Co-op has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex.

This application was heard by videoconference on February 3, 2026.

S. Kako, the Co-op's agent, R. Lammers, the Co-op legal representative, and the Co-op Member attended the hearing. G. Poirier, was also present as the Co-op's witness.

**It is determined that:**

1. As explained below, the Co-op has proven on a balance of probabilities some of the grounds for termination of the occupancy and the claim for compensation in the application. For the reasons that follow, a conditional order is issued.

2. As of the hearing date, the Co-op Member was still in possession of the member unit.
3. On April 3, 2025, the Co-op gave the Co-op Member an N5C notice of termination with a termination date of April 24, 2025. The notice alleges that the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex wilfully or negligently caused damage to the member unit in the amount of \$21,119.70.
4. The Co-op alleges that damage was caused to the following:
  - Kitchen cupboards;
  - Bathroom door and trim;
  - Basement door and trim;
  - Bedroom doors and trim;
  - Laundry room door and trim;
  - Bathroom vanity drawer face, door and trim;
  - Holes in the drywall throughout the unit;
  - Damage to the ceiling;
  - Broken patio door handle/lock and damaged screen; and
  - That the Co-op Member painted the walls of the unit in dark colours without the consent of the Co-op.
5. The Co-op Member had seven days to repair the damage or replace the damaged items where possible. In this case, the seven day voiding period was between April 4, 2025 to April 10, 2025. The Co-op Member did not repair or replace the alleged damage or compensate the Co-op for the costs to repair or replace the damaged items. Therefore, the Co-op Member did not void the N5C notice of termination in accordance with section 94.7(3) of the *Residential Tenancies Act, 2006* (Act).
6. Sandra Kako (SK), the Co-op's property administrator, submitted photos taken in March 2019, prior to the Co-op Member occupying the unit. Overall, the unit appears to have been in a good state of repair without damage. I note that only a single photograph, of the left side kitchen cupboard was submitted into evidence, and no photographs of the bathroom cupboards or ceiling were submitted.
7. At the end of the hearing, SK testified that the Co-op has been approved for funding and intends to replace the kitchen cupboards within the next year.
8. Gerald Poirier (GP), the Co-op maintenance contractor, testified that he addresses work orders submitted by co-op members. GP testified that the issues with the doors, drywall damage, and the painting of dark colours in the unit were the result of wilful or negligent damage.
9. With respect to the ceiling, GP testified that it's difficult to determine whether the condition is a result of negligent damage or normal wear and tear. GP testified that the peeling paint is caused by excess moisture in the unit which is associated with normal wear and tear. GP stated that if the ceiling is not

repainted, the condition will worsen, and therefore, the ceiling requires sanding and repainting.

10. With respect to the kitchen and bathroom cupboards, GP acknowledges that the cupboards are original to the unit and date back to 1991. GP testified that he has personally requested the Co-op to replace the cupboards on at least two or three occasions. However, due to lack of funding, the Co-op has not replaced them. During cross-examination, GP testified that he has been requesting replacement of the cupboards for approximately five years.
11. The Co-op Member does not dispute negligent damage was caused to the drywall and to the bathroom, basement, bedroom, laundry room doors and trims. The Co-op Member also does not dispute that she painted the walls of the unit a different colour. However, the Co-op Member testified, that she does not recall whether she obtained consent from the Co-op before doing so. The Co-op Member testified that she replaced the handle to the patio door but does not admit to causing damage to the patio door screen. A photograph of the patio door was submitted into evidence to substantiate her testimony.
12. The Co-op Member acknowledges that the Co-op has provided her with time to repair or replace the damaged property. However, she testified that due to the holidays and responsibilities related to her children, she has been unable to do so. The Co-op Member requests time to April 1, 2026 to:
  - Replace all damaged doors, including painting and installing a door handle;
  - Repair or patch all drywall holes; and
  - Paint the unit
13. The Co-op Member denies causing damage to the ceiling, kitchen and bathroom cupboards, and the patio door screen.
14. There is no dispute that the residential complex is approximately 35 years old. The kitchen and bathroom cupboards are original and have not been replaced. The Co-op Member testified that she moved into the unit in 2019 and requested that the kitchen cupboards be replaced shortly after move in. A copy of workorder dated September 10, 2019, was submitted into evidence. In the request, the Co-op member asks the Co-op to repair or replace the kitchen cupboards as they are loose, fall off, and present a safety concern for her children.
15. A second work order was issued to the Co-op on September 11, 2019. An E-mail dated April 20, 2020 was also submitted into evidence in which the Co-op Member address issues with the bathroom and kitchen cupboards and advises that the problem has been ongoing for the last year. The Co-op Member further advised the Co-op that the drawers frequently fall off and have fallen on her foot on three occasions. The Co-op Member acknowledges that the Co-op has attempted repairs, such as gluing the cupboards or screwing them back into place, but submits that these repairs have not resolved the issue.

16. The Co-op Member submitted two additional e-mails dated June 22, 2020 and May 14, 2024 in which she continues to address the issues with the kitchen and bathroom cupboards and advises that the problem remains on-going. An E-mail dated January 21, 2025 was also submitted into evidence in which the Co-op advises that they were unaware of any work orders submitted by the Co-op Member. The Co-op Member submits that she should not be penalized for any miscommunication between Co-op staff.
17. With respect to the ceiling damage, the Co-op Member testified that she was unaware that the ceiling paint was peeling. She submits that the condition constitutes normal wear and tear and that it should be the responsibility of the Co-op to repair.

### Analysis

18. This application is filed pursuant to section 94.2(1)(6) of the Residential Tenancies Act, 2006, the ("Act"), which states that, after terminating a member's membership and occupancy rights in a non-profit housing co-operative under section 171.8 of the *Co-operative Corporations Act*, the co-operative may give the member notice of termination of the member's occupancy of a member unit under this Act in any of the following circumstances:

...

6. The member, another occupant of the member unit or a person whom the member permits in the member unit or the residential complex wilfully or negligently causes undue damage to the member unit or the residential complex.

...

19. To be successful on a claim for damages, the Co-op must prove on a balance of probabilities that the damage claimed is "undue". There is no definition in the Act of "undue", but it is fair to say that it means "out of the ordinary" or "not wear and tear caused by ordinary usage." The Co-op must also establish that the Co-op Member, an occupant or a guest either willfully or negligently caused the damage. If the Co-op establishes undue damage which was caused willfully or negligently then the Co-op must lead sufficient evidence to show what the reasonable cost of repair is.
20. In this case, the Co-op Member accepts liability for negligent damage caused to the drywall, the bathroom, basement, bedroom, and laundry room door and trim, as well as painting the unit a another colour. The Co-op Member also acknowledges damage to the patio door lock but testified that the lock has since been repaired. Accordingly, I am satisfied, on a balance of probabilities, that the Co-op Member caused negligent damage to the member unit with respect to these issues.

21. With respect to the kitchen and bathroom cupboards, I am not satisfied, on a balance of probabilities, that the Co-op Member caused wilful or negligent damage. The Co-op Member submitted work orders and e-mails dated 2019, 2020, 2024, and 2025 reminding the Co-op of her persistent requests to replace the cupboards. There is no dispute that the cupboards are original to the unit and date back to 1991, making them approximately 35 years old. GP, the Co-op's witness, also testified that he requested that the Co-op replace the cupboards because they are old and falling apart, but the Co-op has not replaced them due to lack of funding.
22. SK also testified that the Co-op has recently obtained funding to replace the Kitchen cupboards and that they will be replaced within the next year.
23. Based on the evidence before me, I find it more likely than not that the condition of the kitchen and bathroom cupboards is the result of their age and constitutes normal wear and tear. I also find it more likely than not that the cupboards were not replaced when requested due to the Co-op's lack of funding. Accordingly, the Co-op's claims for damages to the kitchen and bathroom cupboards is denied.
24. Even if I am wrong in this finding, the Co-op's agent testified that funding has now been obtained to replace the kitchen cupboards. In these circumstances, I do not find it reasonable for the Co-op Member to be required to pay for damage to cupboards that will already be replaced by the Co-op through outside funding.
25. With respect to the ceiling damage, GP testified that the peeling paint is caused by moisture in the unit. The Co-op Member testified that she was unaware that the ceiling paint was peeling and therefore did not report the issue. I accept the Co-op Member's testimony that she did not notice the peeling paint, as her testimony was direct and consistent. Accordingly, on a balance of probabilities, I am not satisfied that the Co-op Member caused damage to the ceiling. The Co-op's claim is denied.
26. With respect to the patio door. The Co-op Member accepts damage to the patio door lock, which she testified has since been repaired. The Co-op Member denies damaging the patio door screen and submitted a photograph to support her position. The Co-op did not submit any evidence, such as photographs, to support its allegation that the patio door screen was damaged. In the absence of evidence from the Co-op, I am not satisfied that the patio door screen was damaged by the Co-op Member. Accordingly, the Co-op's claim is denied.
27. Accordingly, I find that the Co-op will incur reasonable costs of \$3,285.00 to repair or replace the property damaged by the Co-op Member that cannot be repaired. This amount represents \$985.00 for material with respect to the doors, trims, holes in the wall, repainting of the walls and the patio door lock, and \$2,300.00 for labour.

28. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
29. There are no refundable deposits held by the Co-op.

**Relief from eviction**

30. The Co-op Member requests time until April 1, 2026 to repair the damage for which she accepts liability. The Co-op does not oppose this request.
31. If the damage is not repaired, the Co-op Member requests time to pay the damages owing. The Co-op Member proposes a payment plan of \$400.00 per month until the damages are paid in full. The Co-op Member testified that she recently filed a consumer proposal and that securing alternative accommodation would be difficult for her and her young children.
32. I have considered all of the disclosed circumstances in accordance with subsection 94.12(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 94.12(1)(a) and 204(1) of the Act.
33. The payment plan proposed by the Co-op Member is reasonable, and the photographs submitted by the Co-op Member demonstrate that she has already begun repairing the unit. For example, some of the doors have been replaced, although the painting of the doors and the replacement of their handles remain outstanding, I am satisfied that the Co-op Member will complete the repairs on or before April 1, 2026.
34. Granting relief will allow the Co-op Member an opportunity to remedy the damage while maintaining housing stability for her and her children.

**It is ordered that:**

1. The Co-op Member's occupancy continues if the Co-op Member meets the conditions set out below.
2. If not already done so, on or before April 1, 2026, the Co-op Member shall:
  - Repair or replace the bathroom door and trim, paint it, and install a door handle.
  - Repair or replace the basement door and trim, paint it, and install a door handle.
  - Repair or replace two-bedroom doors and trims, paint them, and install a door handles.
  - Repair all holes in the walls of the member unit and repaint the affected areas.
  - Repaint the walls that were painted without the Co-op's consent.
  - Repair or replace the damaged patio door lock.

3. If the Co-op Member fails to comply with the conditions set out in paragraph 2 of this order, the Co-op Member shall pay to the Co-op \$3,285.00, representing the reasonable costs the Co-op will incur to repair or replace the damaged property.
4. The Co-op Member shall also pay the Co-op \$186.00 for the cost of filing the application.
5. The total amount the Co-op Member shall pay the Co-op is \$3,471.00.
6. The Co-op Member shall pay the amount set out in paragraph 5 of this order in monthly installments of \$400.00, commencing April 15, 2026 to November 15, 2026, and \$271.00 on December 15, 2026.
7. If the Co-op Member fails to comply with the conditions set out in paragraph 2 of this order, or paragraph 5 and 6 of this order, the Co-op may apply under section 94.11 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the occupancy and evicting the Co-op Member. The Co-op must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Co-op Member.
8. If the Co-op Member complies with paragraph 2 of this order, the Co-op Member shall only pay the Co-op \$186.00 for the cost of filing this application.
9. The Co-op Member shall pay the \$186.00 on or before April 12, 2026.
10. If the Co-op Member does not pay the Co-op the full amount owing on or before April 12, 2026 the Co-op Member will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

**March 16, 2026**

**Date Issued**

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Mayra Sawicki

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.