



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

File Number: LTB-L-024354-25

In the matter of: 209 STEWART ST
PETERBOROUGH ON K9J3M6

Between: 2809710 Ontario Inc. Landlord

And

Gabrielle Bertrand Tenant
Robert Pringle

2809710 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Gabrielle Bertrand and Robert Pringle (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

2809710 Ontario Inc. (the 'Landlord') also applied for an order requiring Gabrielle Bertrand and Robert Pringle (the 'Tenants') 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 Tenants permitted in the residential complex.

This application was heard by videoconference on March 3, 2026 at 09:00 am.

Only the Landlord Representative Bryan Rubin and the Landlord Daphne Sniekers attended the hearing.

As of 09:30 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 the claim for compensation in the application.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on May 31, 2026.

Wilful or Negligent Damage

4. On March 3, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - a. Since commencement of the tenancy the rental unit has steadily suffered from neglect to include damage to the appliances (refrigerator and stove), the flooring, cabinetry, baseboards, walls and bathroom.
5. The N5 Notice gave a termination date of March 29, 2025 less the Tenants void the notice by paying to repair or replace the property at an amount of \$15,000.00 on or before March 10, 2025.
6. The Landlord attested to the damage, testifying they became aware when they arranged for pest control treatments to occur and received complaints from the technicians as the Tenants failed to prepare the unit. They also entered in evidence pictures of the damage taken prior to and after the tenants vacating, along with invoices for the repairs totalling \$18,364.92. It was also their testimony that the Tenants vacated once they learned that they had filed their application.

Daily compensation, NSF charges, rent deposit

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord applied the rent deposit to May 2025 rent.

Compensation for damages

9. Based on the uncontested testimony and evidence I am satisfied on the balance of probabilities that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex to include that to the appliances, flooring, cabinetry, walls and bathrooms as evident by the pictures entered in evidence.
10. The Landlord has incurred reasonable costs of \$15,000.00 to repair the damage and or replace property that was damaged and cannot be repaired as supported by the invoices entered.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 31, 2026.
2. The Tenant shall pay to the Landlord \$15,000.00, which represents the reasonable costs of repairing the damage and or replacing the damaged property.

3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenants must pay the Landlord is \$15,186.00.
5. If the Tenants do not pay the Landlord the full amount owing on or before April 4, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

March 24, 2026

Date Issued

Kelly Delaney

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.