



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

File Number: LTB-L-073581-25

In the matter of: 63 WOODSEND RUN
BARRIE ON L6Y4G9

Between: Damian Anene Landlord

And

Adefolarin David Aderibigbe Tenant

Damian Anene (the 'Landlord') applied for an order to terminate the tenancy and evict Adefolarin David Aderibigbe (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

Damian Anene (the 'Landlord') applied for an order requiring Adefolarin David Aderibigbe (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 December 2, 2025.

The Landlord and the Tenant attended the hearing.

Preliminary Issue:

1. Prior to commencing the hearing, I questioned the Landlord regarding the obligation to disclose evidence prior to the hearing.
2. Rule 19 of the Board's Rules of Procedure requires that all parties provide the other parties and the Board with copies of documents, photographs, and other evidence at least seven days before the hearing if they intend to rely on that evidence.
3. The purpose of Rule 19 is to ensure procedural fairness by allowing the opposing party an opportunity to review the evidence and prepare a response.

4. The Landlord confirmed the following:
 - No repair estimates had been uploaded to the Board.
 - No estimates or supporting documents were served on the Tenant.
 - No photographs or documentation of the alleged damage were disclosed before the hearing.
5. The Landlord stated that estimates had been obtained from contractors but acknowledged that these estimates were not uploaded or disclosed prior to the hearing. He requested an opportunity during the hearing to upload the estimates and submit them.
6. I declined this request. I find that allowing this evidence to be introduced for the first time during the hearing would be procedurally unfair to the Tenant and would amount to a hearing by ambush style.
7. The Landlord bears the burden of proving on a balance of probabilities that the Tenant caused damage to the rental unit or residential complex and the amount claimed reasonable reflects the cost of repairing that damage.
8. Section 89 of the 'Act' allows a landlord to apply to the Board for compensation where a tenant has wilfully or negligently caused undue damage to the rental unit or residential complex. However, in order for compensation to be awarded under section 89, the landlord must provide credible and reliable evidence establishing both the damage and the cost of repair.
9. In this case, the Landlord provided no documentary evidence supporting the damages claim. Specifically:
 - No photographs of the alleged damage were filed.
 - No repair estimates were disclosed.
 - No invoices, contractor reports, no witnesses, or expert evidence were provided.
 - No documentary evidence was uploaded to the Board in advance of the hearing.
10. The Landlord acknowledged that estimates existed but confirmed that they were not disclosed to the Tenant or filed with the Board at least seven days before the hearing, as required by Rule 19 of the Board's Rules of Procedure. As a result, the Tenant had no opportunity to review or respond to the alleged repair costs.
11. While the Landlord provided verbal descriptions of the alleged damage, verbal testimony alone is insufficient to establish the monetary value of repairs. Without documentary evidence such as photographs, estimates, or invoices, I am unable to determine the nature or extent of the alleged damage or whether the claimed amount of \$2,000.00 is reasonable.
12. Accordingly, the Landlord failed to meet the evidentiary burden required to obtain monetary compensation or eviction.
13. I find that the Landlord has not provided sufficient evidence to establish the alleged damages or the cost of repairs. The Landlord also failed to comply with Rule 19, which requires that all evidence be disclosed to the opposing party at least seven days prior to

the hearing. As a result, I cannot consider any late-filed evidence, estimates, or invoices that were not properly disclosed within the required timeframe.

14. Accepting such undisclosed material at this stage would amount to a “hearing by ambush” and would be highly prejudicial to the Tenant. The Tenant would be deprived of a fair opportunity to provide a full answer and defence to the claims made against them. Procedural fairness requires that each party have adequate notice of the evidence to be relied upon, and in this case, that requirement has not been met.
15. For all the reason above, the Landlord’s application shall be dismissed.

It is ordered that:

1. The Landlord’s application is dismissed.

March 23, 2026

Date Issued

Anthony Bruno

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.