



Order under Sections 69 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-092474-25

In the matter of: 404, 1430 MAIN ST E
HAMILTON ON L8K1C3

Between: Indwell Landlord

And

Stephanie Brady Tenant

Indwell (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie Brady (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.¹

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 willfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.²

This application was heard by videoconference on February 2, 2026.

Only the Landlord's Agent, Zachary Rowley ('Z.R') attended the hearing.

As of 10:25am, 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 termination of the tenancy and the claim for compensation in the application. The tenancy between the Landlord and the Tenant therefore continues if the Tenant meets the conditions set out within this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

¹ Section 69 of the *Residential Tenancies Act, 2006*.

² Section 89 of the *Residential Tenancies Act, 2006*.

Wilful or Negligent Damage and Compensation

3. On October 8, 2025, the Landlord gave the Tenant an N5 Notice of Termination with a termination date of October 31, 2025 (hereafter referred to as the 'N5 Notice') as they alleged that, on October 7, 2025, a guest of the Tenant proceeded to discharge a window while aiming towards the residential complex, which led to a window shattering.
4. The N5 Notice further states that the Landlord estimates that they would incur out of pocket expenses of \$2,190.00 to repair or replace the damaged window.
5. Z.R testified that they are an employee of the Landlord and manage the residential complex, which they described as being comprised of fifty-one (51) residential units.
6. Z.R indicated that on October 7, 2025, on or around 1:10am, the Tenant was seen exiting the rental unit while being accompanied by two (2) individuals, as it appears from the security camera footage of the common areas of the fourth (4h) floor of the residential complex, dated October 7, 2025 (DOC-7277322; Exhibit 1).
7. Z.R stated that after exiting the rental unit, the Tenant and their guests proceed to go to the parking lot of the residential complex, where one of the Tenant's guest elects to discharge a weapon towards the residential complex, as it appears from the security camera footage of the parking lot of the residential complex, dated October 7, 2025, at 1:12am (DOC-7277235; Exhibit 2).
8. Z.R indicated that due to a weapon being discharged towards the residential complex the Tenant's guest proceeded to shatter a window of the residential complex, as it appears from a copy of the picture of the damaged window taken by Z.R on October 7, 2025 (DOC-7277468; Exhibit 3).
9. Z.R stated that the Landlord was required to replace the broken window panel, which led them to incur expenses of \$2,195.00, as it appears from a copy of the quote from *Barton Glass Inc*, dated October 7, 2025 (DOC-7275829; Exhibit 4).

Analysis

10. The Landlord served the Tenant the N5 Notice pursuant to subsection 62(1) of the *Residential Tenancies Act, 2006* (the 'Act'), which reads as follows:

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex. [Emphasis Added]
11. While the Act does not define "undue damage" it is interpreted as damage that is beyond what is reasonably expected normal wear and tear. Undue damage is therefore physical damage to a unit that is excessive or unnecessary.

12. Furthermore, “out-of-pocket-expenses,” are understood as being “an expense paid from one’s own funds,”³ in order “to accomplish a result.”⁴
13. On the basis of the uncontested evidence and submissions before me, I am satisfied – on a balance of probabilities – that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the residential complex by shattering a window as a result of intentionally discharging a firearm or replica firearm towards the residential complex;⁵ which directly led to the Landlord incurring out-of-pocket expenses in the amount of \$2,190.00 in order to replace the damaged window.⁶ Indeed, the testimony from Z.R was consistent and credible, and corroborated by contemporaneous documentary and video evidence (Exhibits 1, 2, 3, and 4).
14. The Tenant did not repair the damage to the window, nor did they pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven (7) days after receiving the N5 Notice. Therefore, the Tenant did not void the N5 Notice in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (the ‘Act’).
15. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

16. Although concerned with the behaviour of the Tenant and their guests, the Landlord sought to provide the Tenant an opportunity to continue their tenancy if they were to repay the Landlord the out-of-pocket expenses incurred to replace the window and ensure that they, along with their occupants or guest refrained from willfully or negligently causing damage to the residential complex.
17. Z.R stated that the Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the repayment of the out-of-pocket expenses, but the parties were unable to com to an agreement.
18. Subsidiarily, the Landlord was amenable to providing the Tenant until April 30, 2026, to vacate the rental unit.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the singular nature of the incident described in the N5 Notice, and the Landlord’s willingness to provide the Tenant an opportunity to continue the tenancy, 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 83(1)(a) and 204(1) of the Act.
20. As the Tenant failed to attend the proceedings, the Board was unable to ascertain the sustainability of a repayment plan featuring multiple instalments over a defined period of

³ *Black’s Law Dictionary*, 12th edition, Thomson Reuters, 2024, “out-of-pocket expense.”

⁴ *Black’s Law Dictionary*, 12th edition, Thomson Reuters, 2024, “expense.”

⁵ Subsection 62(1) of the *Residential Tenancies Act, 2006*.

⁶ Section 89 of the *Residential Tenancies Act, 2006*.

time. As such, the Tenant must repay the Landlord the total amount of \$2,190.00 on or before April 30, 2026.

21. The delay will afford the Tenant an opportunity to seek financial assistance in order to pay the Landlord the out-of-pocket expenses incurred as a result of the damage caused by the Tenant and their guests.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. From March 25, 2026, and continuing through March 31, 2028, the Tenant, their occupants or guests shall not willfully or negligently cause damage to the residential complex. Specifically, the Tenant, their occupants or guests shall refrain from:
 - discharging firearms or replica firearms towards any windows or glass panes of residential complex,
 - throwing projectiles towards any windows or glass panes of residential complex.
3. On or before April 30, 2026, Tenant shall pay to the Landlord the total amount of \$2,190.00, which represents the reasonable out-of-pocket expenses incurred by the Landlord to replace the damaged property.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 of this order, the Landlord may, within thirty (30) days of such a breach and without further notice to the Tenant, apply to the Board under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing in accordance with paragraph 5 of this order, on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Alexandre Traboulsi
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.