



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099444-25

In the matter of: 105, 150 SANFORD AVE N
HAMILTON ON L8L5Z6

Between: Live Well Property Management Ltd Landlord

And

Dianne Wilson Tenant

Live Well Property Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Dianne Wilson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

Live Well Property Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Dianne Wilson (the 'Tenant') because:

- 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

Live Well Property Management Ltd (the 'Landlord') also applied for an order requiring Dianne Wilson (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 (L2 application).

This application was heard by videoconference on March 17, 2026 at 09:00 am.

Only the Landlord Representative Christine Daniel 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:

L1 application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,316.24. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.27. This amount is calculated as follows: $\$1,316.24 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,258.51 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$6,327.34.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$110.26 is owing to the Tenant for the period from July 31, 2020 to March 17, 2026.

L2 application

10. 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. Therefore,
11. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Wilful or Negligent Damage

12. On October 10, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - a. On October 8, 2025 during a pest control inspection, it was determined that the Tenant had willfully damaged the newly installed kitchen countertops.
13. The N5 Notice gave a termination date of October 30, 2025.
14. The N5 Notice also stated the Tenant could void the notice by paying to the Landlord \$1,200.00, the estimated costs to repair on or before October 17, 2025.
15. It was the Landlord's uncontested testimony that the Tenant 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.

16. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Compensation for damages

17. 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. Specifically, as supported by pictures entered in evidence, it is clear that the kitchen countertops were wilfully damaged by placing hot pots and pans directly on them.
18. The Landlord also has proven the reasonable costs of \$1,200.00 they will incur as supported by estimates entered in evidence.

Relief from eviction

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
20. Specifically, given the amount of rent arrears owing, the cost of damage the Landlord will incur and the fact the Tenant did not appear, I am satisfied to grant relief would prejudice the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 4, 2026.
2. If the unit is not vacated on or before April 4, 2026, then starting April 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 5, 2026.
4. The Tenant shall pay to the Landlord \$6,327.34 in rent arrears pursuant to the L1 application.
5. The Tenant shall pay to the Landlord \$1,200.00 in damages they will incur pursuant to the L2 application.
6. The Tenant shall also pay the \$186 filing fee.
7. The total amount the Tenant owes the Landlord is \$6,503.08. this represents the amounts owing in rent arrears, damages and costs less the last month's rent deposit and interest owing.

8. The Tenant shall also pay the Landlord compensation of \$43.27 per day for the use of the unit starting March 18, 2026 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Tenant 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 5, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.