



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085285-25

In the matter of: 2, 42 TORONTO ST
BARRIE ON L4N1T9

Between: Ann Rogowski Landlords
Mark Rogowski

And

Tyler Yates Tenant

Ann Rogowski and Mark Rogowski (the 'Landlords') applied for an order to terminate the tenancy and evict Tyler Yates (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

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

Only the Landlords and the Landlords' Legal Representative Kelly Draycott attended the hearing.

As of 10:18 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 Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and claim for compensation in the application. Therefore, the tenancy between the Landlords and the Tenant shall be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 1, 2025, the Landlords gave the Tenant an N5 notice of termination ('N5 notice') deemed served on the same date with a termination date of October 21, 2025. The notice of termination alleges that the Tenant or someone visiting or living with the Tenant has wilfully or negligently damaged the rental unit or residential complex.

4. The N5 Notice specifically alleges that as a result of a unit inspection on September 25, 2025, it was discovered that the living room window and screen were broken, large gouges were observed in the walls, doors and woodwork in the living room, bedroom and bathroom. The bathtub was damaged and the built-in shelves in between the living room and kitchen were smashed.
5. The Tenant did not repair the damage, pay the Landlords the reasonable costs to repair the damage or make arrangements satisfactory to the Landlords within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
6. The Landlord Mark Rogowski testified that another tenant within the residential complex advised him that they had heard a lot of noise and banging coming from the Tenant's unit. As a result the Landlords arranged for an inspection of the Tenant's rental unit on September 25, 2025.
7. The Landlord stated that during an inspection of the rental unit on September 25, 2025 he made the following observations:
 - a) The living room window had been smashed outwards and there was glass on the exterior of the rental unit;
 - b) The built-in shelving and supports between the kitchen and living room had been smashed;
 - c) Doors and door frames within the unit had what appeared to be slash and stab marks.
 - d) The bathroom door had a hole at the bottom as if someone had kicked it.
 - e) The bathtub had been damaged
 - f) There were holes and gouges in the walls of the rental unit.
 - g) The Landlord observed a machete within the rental unit which he believes caused the gouges in the doors, walls and door frames.
 - h) A dumbbell was also observed with drywall dust on it that the Landlord believes was used to cause some of the holes in the wall.
8. In addition to his oral testimony regarding the damages to the rental unit the Landlord also submitted photographs depicting the damages.
9. Subsection 62(1) of the *Act* provides:

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.
10. To succeed on this claim, the Landlord must establish the following:

- (a) physical damage to the rental unit or the residential complex;
- (b) physical damage that is “undue”, meaning not normal wear and tear; and
- (c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

11. Based on the uncontested evidence before me on a balance of probabilities the Landlords have established all of the damage claimed in the application and that the damage in the rental unit was not cause by normal wear and of the rental unit and that said damage was willfully or negligently caused by the Tenant, another occupant of the rental unit or a person the tenant permitted in the residential complex. The tenancy will be terminated on this basis.

Daily compensation, rent deposit

12. The Tenant was required to pay the Landlords \$5,129.28 in daily compensation for use and occupation of the rental unit for the period from October 22, 2025 to February 2, 2026.
13. Based on the monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: $\$1,500.00 \times 12$, divided by 365 days.
14. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlords collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$12.17 is owing to the Tenant for the period from September 15, 2025 to February 2, 2026.
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Request to Amend L2 Application

17. At the hearing the Landlords sought to amend their application to include a claim for monetary damages pursuant to section 89 of the Act.
18. Rule 15 of the LTB Rules addresses amending applications as follows:

15.1 A request to amend an application before the hearing must be

- a) in writing;
- b) served with the amended application to all other parties; and
- c) filed with LTB with the amended application and a completed Certificate of Service.

15.3 The request to amend will be decided at the hearing after considering:

- a) whether the amendment was requested as soon as the need for it was known;
- b) any prejudice a party may experience as a result of the amendment;

- c) whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
- d) whether the amendment is necessary and was requested in good faith; and
- e) any other relevant factors.

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

19. The Landlords did not submit a request to the Board to amend their L2 application prior to the hearing nor was an amended application filed with the Board. The request to amend was made orally at the hearing.
20. The estimate the Landlords are relying upon in support of their request to amend their L2 application to include damages is dated September 30, 2025 prior to the Landlords' application being filed.
21. For the following reasons I am denying the Landlords' request to amend the L2 application to include a claim for damages.
22. The Landlords failed to adhere to Rule 15.1, further pursuant to Rule 15.3(a) the Landlords were aware of the quantum damages as the estimate they received was prior to the filing of their application and service of the N5 Notice and neglected to include a claim for damages. In considering Rule 15.3(b) there is significant prejudice to the Tenant who had not been provided with notice of the claim or the request to amend the application to seek damages.
23. I am not satisfied that the Landlords sought the amendment as soon as the issue was known and find that granting the application's amendment without notice of the claim would be prejudicial to the Tenant.
24. The Landlords' request to amend the L2 application is denied.

Relief from eviction

25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
26. The Landlords sought termination of the Tenancy. She stated that the Tenant has not attempted to repair or repay the Landlords for the damages to the unit. The Tenant did not attend the hearing to provide submissions regarding their circumstances and the Landlords were unaware of any circumstances to consider with respect to relief from eviction.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 29, 2026.

2. If the unit is not vacated on or before March 29, 2026, then starting March 30, 2026, the Landlords 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 March 30, 2026.
4. The Tenant shall pay to the Landlords \$5,129.28, which represents compensation for the use of the unit from October 22, 2025 to February 2, 2026.
5. The Tenant shall also pay the Landlords compensation of \$49.32 per day for the use of the unit starting February 3, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. The Landlords owe \$1,512.17 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlords is \$3,803.11.
9. If the Tenant does not pay the Landlords the full amount owing on or before March 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 30, 2026 at 4.00% annually on the balance outstanding.

March 25, 2026
Date Issued

Sean Ramage
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 of the Tenant expires on September 30, 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.