



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

File Number: LTB-L-005444-25

In the matter of: Unit 2, 109 Elgin St W
OSHAWA ON L1G1S5

Between: Anita Ramsingh Landlord

And

Justin Handleigh Tenant
Tracy Mollon

Anita Ramsingh (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Handleigh and Tracy Mollon (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;
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

Anita Ramsingh (the 'Landlord') applied for an order requiring Justin Handleigh and Tracy Mollon (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 January 12, 2026.

Only the Landlord attended the hearing.

As of 1:15 p.m., 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord testified that the Tenant's vacated the rental unit on May 4, 2025.
4. Compensation for damages

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.

- The Landlord testified that the hardwood flooring in Unit 1 near the door was damaged. The kitchen cabinets were broken, and the countertop and kitchen sink were plugged.
 - The bedroom had a broken window screen, and there was damage to the walls in two bedrooms, as well as damage to the kitchen walls and window trim.
 - The Landlord discovered a live cockroach in the rental unit and contacted pest control to address the issue. The toilet was broken, and the bathroom sink was plugged.
 - The Landlord submitted an invoice from Alfred's Masonry claiming \$1,500.00 for repairs and replacement work in the rental unit.
5. The Landlord has incurred reasonable costs of \$1,500.00 to repair the damage and replace property that was damaged and cannot be repaired.
 6. The Landlord has proven that 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. Based on the uncontradicted evidence presented at the hearing by photographs and video, on a balance of probabilities, I am satisfied the Tenant wilfully or negligently caused damage to the rental unit.
 7. The Landlord also claimed compensation for utilities. The Tenant did not pay the water bill ending April 16, 2025, resulting in a late payment charge of \$118.96, which the Landlord paid.
 8. Based on the lease agreement, I am satisfied that the Tenant was responsible for the water bills. The Landlord has proven that they incurred a cost of \$118.96 for the unpaid water bill.

It is ordered that:

1. The Tenancy between the Landlord and Tenant is terminated on May 4, 2025, this is when the Landlord regained possession of the rental unit.
2. The Tenant shall pay to the Landlord \$1,500.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.

3. The Tenant shall pay the Landlord \$118.96, which represents the unpaid water bill.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is **\$1,804.96**.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026, at 4.00% annually on the balance outstanding.
7. The Landlord requested to withdraw their L2/N12 application since the Tenant vacated, and I consented to the request. The Board's file is closed.

March 31, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.