



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

File Number: LTB-L-088861-25

In the matter of: 4, 243 PIONEER DR
THUNDER BAY ON P7G1H2

Between: LAKM Properties Ltd Landlord

And

Walter UMEH Tenant
Chizoba Loveth UMEH

LAKM Properties Ltd and LAKM Properties Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Walter UMEH and Chizoba Loveth UMEH (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

LAKM Properties Ltd and LAKM Properties Ltd (the 'Landlord') also applied for an order requiring Walter UMEH and Chizoba Loveth UMEH (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 February 4, 2026.

The Landlord's Agents, Lucia Roy and Normand Roy, the Tenant's Legal Representative, Merve Ozdemir, the Tenant's witnesses Chinazom Uba and Hannah Irechukwu, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 8, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the refrigerator was damaged, the stove

was scratched, kitchen cupboards were damaged, a hole in a screen on the window, living floor damaged, and the Tenant painted the walls and ceiling without consent.

4. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements that were satisfactory to the Landlord 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).
5. It is not disputed that the Tenant attempted to rectify the issues outside the seven-day voiding period sometime around January 9, 2026, but the Landlord was not satisfied because the Tenant made the repairs without their knowledge or consent.
6. The Landlord's Agent, Lucia Roy testified that the Landlord entered the unit on May 7, 2025, with verbal permission of the Tenant. During this inspection the Landlord noticed damage to fixtures, pest issues, garage left throughout the unit, and the unit was not clean. The Landlord unplugged the Tenant's surveillance camera inside the rental unit to have a private conversation with one another without the consent of the Tenant.
7. During this inspection the Landlord noticed that there were bugs coming from the mat under the kitchen sink. During the inspection the Landlord took immediate steps to clean and disinfect the rental unit without the knowledge or consent of the Tenant as the Tenant was on vacation.
8. The Landlord provided photograph evidence of the rental unit before the Tenant moved in, and photograph evidence of the alleged damage caused by the Tenant at the time of the inspection.
9. The photograph evidence showed the following:
 - a) The refrigerator had condensation on the front, the center bar was broken, and there was a missing drawer.
 - b) The Landlord provided a photograph of the neighbour's stove and how it should look and then showed a photograph of the Tenants' stove showing that it was not cleaned properly leaving a circle around the front burner.
 - c) The kitchen cupboard hardware was damaged on the front of the cabinet, and the bottom of one of the cabinets had oil on it and on the walls, damage to the lower cabinet from the hardware being broken, and the garbage cabinet door had some stain/paint missing.
 - d) The canister on the lefthand side of the dinning room light was broken, and the Landlord can no longer replace the canister, and testified the entire light would need to be replaced.
 - e) There were scratches on the living room floor.
 - f) The ceiling and part of the wall was not painted by the Tenant properly and it was within the lease that the Tenant was not allowed to paint without the permission of the Landlord.
 - g) The countertops had paint on them.

- h) The front door had scuffs on it.
- i) The baseboards were damaged.

10. The Landlord's Agent further testified that the amount of compensation being sought for the damage was based on quotes, and that the Landlord has not paid for any of the quotes provided.
11. During cross examination the Landlord's Agent testified that this was not normal wear and tear and that this was all damage caused by the Tenant, and they were not satisfied with the Tenant hiring a contractor that was not licensed to rectify the issues without their consent.
12. The Tenant testified that the condition of the unit when she moved in was good, but it did have some issues. The Tenant provided the Landlord with a picture about the refrigerator and the drawer issue showing the issue, and that the Landlord's Agent, Normand Roy, was going to fix it.
13. The Tenant testified that she is a full-time student and has children living within the rental unit and this was normal wear and tear and, that it was not intentional or negligently caused undue damage. She testified that the Landlord is always telling her how to clean the rental unit, and how to clean the stove and even provided her with a cleaning solution for the stove.
14. Due to the Landlord having issues with the stove condition, the Tenant has stopped using it. The Tenant further testified that she had the intention to rectify all the issues once she returned from vacation.
15. During the hearing the Tenant showed live video evidence of the current condition of the rental unit, and the issues that were rectified as well with photograph evidence.
16. The Tenant testified that in relation to the light being broken, it was not intentional, the light is over her kitchen table and when she stands up her head hits the light.
17. The Tenant testified that the garbage drawer is not broken, that it is normal wear and tear from opening and closing the drawer.
18. The Tenant does not dispute there were paint drops on the counter, but they were only drops of paint which she did not have time to clean before her vacation, but upon her return it was all cleaned up and there was no damage caused.

19. The Tenant disputes there was any garbage or bugs within her unit when she left for vacation, and that the Landlord's used a ladder to unplug her cameras within her unit during the inspection and had no idea where they came from.
20. The Tenant testified that the floors are not scratched, and it was normal wear and tear on the floor, in addition to the same thing for the baseboards.
21. The Tenant testified that all the issues were rectified and repaired, but not within the seven-day correction period, but when she had the opportunity to do so.
22. During cross examination the Tenant confirmed she hired someone to assist with matching the cabinet colour to rectify the issue and that the colour match came from Home Depot. The Tenant believed she was allowed to rectify all the issues due to receiving the N5 notice which it outlined she could.
23. After considering the evidence and testimony of the parties, and the live video from the Tenant of all the issues rectified, I find that the Tenant did rectify the issues and that the Landlord would not have to pay any of the quotes provided for the alleged damages, therefore I am not satisfied the Landlord has proven their case before me.
24. I find there was no undue or intentional damage caused by the Tenant but rather just wear and tear in relation to the stove, the scratches on the living room floor, the damaged/ dirty baseboards, the canister in the dinning room, and the scuffs on the front door. In relation to the other items; the kitchen cupboard hardware and the front of the cabinet, paint/ stain missing off the garbage cabinet, damage to the lower cabinet door, the ceiling and paint on the wall, and the counter tops that had paint drops, I find there was undue damage caused by the Tenant but I am satisfied that the Tenant has properly rectified the issues and I therefore am granting complete relief from eviction.

It is ordered that:

1. The Landlord's application is dismissed.

March 30, 2026
Date Issued

Samantha Greaves
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.