



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

File Number: LTB-L-087963-25

In the matter of: Unit 4, 180 King Street West
Prescott ON K0E1T0

Between: RL Homes and Design Landlord

And

Charlotte Rothgeb Tenant

RL Homes and Design ('RLHD' or the 'Landlord') applied for an order to terminate the tenancy and evict Charlotte Rothgeb ('CR' or 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 premise. (L2 application, based on an N5 notice of termination)

As part of the L2 application but under section 89 of the *Residential Tenancies Act, 2006* (the 'Act'), 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 wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This L2 application was heard by videoconference on March 4, 2026.

The Landlord's Agent, Andrea Ravanelli ('LLA'), the Tenant and the Tenant's Legal Representative, John Wernham ('TTR'), attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for undue damage or for the termination of the tenancy (which LLA confirmed the Landlord was not really seeking to secure). Therefore, the L2 application is dismissed.
2. The Tenant was in possession of the rental unit on the date the L2 application was filed and the tenancy is still an active one.
3. N5 Notice of Termination :- On October 21, 2025, the Landlord served the Tenant an N5 notice of termination. The notice of termination contains the following allegations: on or about August 1, 2025, the Tenant's acquaintance had an argument with another building resident and the acquaintance broke the building's front door locking mechanism, which ended up costing the Landlord \$525.45 to repair.

4. LLA described the building as having three storeys, with the main level being commercial space and the second floor comprising four residential units.
5. LLA provided testimony to set out that the original locking system at the front doors (street level) was such that residents had keys to open/lock the door, and that the lock itself automatically locked after someone passed through it.
6. LLA said that on or about August 1, 2025, a guest of the Tenant and another resident of the building had an argument and the Tenant's guest damaged the front door lock while making his way out. Police had to be called to attend this altercation. LL#2 is an October 7, 2025 text-message exchange between LLA and CR which identifies Brittany, the tenant in unit 1, as the other resident who had the argument with the Tenant's guest. LL#1 is an August 11, 2025 text-message again between LLA and CR which explains that Victim Services ('VS'), on behalf of the Tenant, was to arrange for the front door lock repair.
7. LLA stated that VS conducted the repair through a locksmith they hired, but the repair left a door that had to be manually locked, instead of automatically locking. This deficiency was raised by LLA with VS (LL#3- Aug 20/25 text-messages), but LLA said she ended up deciding to repair the lock to bring it back to the level of functionality it originally had. Since the locksmith hired by VS was not available, LLA testified she hired another locksmith to do that, and it was the locksmith who recommended the keypad lock solution. LLA submitted a copy of the \$525.45 invoice paid by the Landlord for the locksmith's work (LL#4). From this repair, LLA served the N5 on the Tenant so that the Landlord could be reimbursed accordingly.
8. TTR cross-examined LLA but after questioning her, TTR did not proceed with any rebuttal evidence and instead asked to go to final arguments/submissions.
9. In questioning LLA, LLA confirmed that it was Brittany in unit 1 who had the argument with the man who is purportedly the Tenant's acquaintance. There are no security cameras in the building, LLA stated, which could have assisted in establishing what exactly happened on August 1, 2025.
10. When asked how LLA determined the damage was connected with CR, LLA referred to LL#2 as support for the Landlord's claim. LLA was asked why the invoice (LL#4) is charged to Sierra Gate Homes (not the Landlord) for the supply/installation of a Schlage "electronic lock storeroom ____" (nb last word is not legible). LLA explained that Sierra Gate Homes is a custom home construction company (does not buy or own properties) and the Tenant pays rent to that company monthly by e-transfer, which then gets transferred to the Landlord's account. She explained the Landlord is not a corporate entity but a partnership that includes LLA and her husband as principals. LLA was unable to explain the wording in LL#4 respecting the words "electronic lock storeroom" other than to state the locking system installed was a keypad system.
11. Both parties provided final arguments/submissions. LLA confirmed that the Landlord is not seeking termination of the tenancy under this L2 application.

Analysis

12. Based on the hearing submissions, I was not persuaded on a balance of probabilities that the Tenant was the one to be held responsible for the undue damage to the front door. I considered LL#2 and LL#1 at length and it is clear the Tenant stated to LLA that she had not been in the building for the past month and had not admitted anyone as a guest.
13. Further, it appears that Brittany (unit 1 tenant) was the one who apparently had some confrontation with someone (who was never named, neither in the N5 nor during the hearing). LLA was not able to support the conclusions she had drawn from what was essentially indirect evidence that both LL#1 and LL#2 contain. The onus to prove the case was the Landlord's and I certainly was not persuaded on a balance of probabilities by LLA. In my view, the evidence left me sufficiently uncertain about the Tenant being named responsible for an incident she was not party to, and that she was most likely not in the building for. I therefore do not find the Tenant responsible for the claimed damage.
14. Whatever the case, the Tenant did contact Victim Services and Victim Services did provide a repair to the damaged lock in a reasonably timely fashion (albeit days had passed). In my view, this showed a good faith willingness on behalf of the Tenant to do right in the circumstances, without delving into who actually broke the door lock, etc.
15. I accept LLA's testimony that VS' repair did not meet the Landlord's requirement of a door that automatically locks and the Landlord then went about to try to restore that kind of locking system. I also accept LLA's statement that the Landlord never wanted or thought to benefit from a lock repair, but who decided on the keypad lock as the solution, and why, were not pivotal in my analysis. It is simply the fact that an electronic keypad lock (with a 4-digit coding system) was purchased and installed. In my view, this was a clear improvement to the original system, and not just a correction to that which Victim Services had arranged for earlier.
16. The purpose of the Act is to restore a landlord to the position they were in prior to the damages, not to award them a betterment, which I believe the electronic keypad locking system in this case was. The Landlord is not entitled to these upgraded costs. As such, I find the request to reimburse the Landlord \$525.45 must be denied.

It is ordered that:

1. The Landlord's L2 application is dismissed.

March 31, 2026

Date Issued

Alex Brkic

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.