



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

File Number: LTB-L-085544-25

In the matter of: 615, 121 HIGHWAY 8
STONE CREEK ON L8G0A3

Between: 2043454 Ontario Inc Landlord

And

Trayvon Forrester Tenant

2043454 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Trayvon Forrester (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

2043454 Ontario Inc (the 'Landlord') also applied for an order requiring Trayvon Forrester (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 2, 2026.

Only Massimo Guerra the owner of the corporate Landlord attended the hearing.

As of 10:43 a.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. However, the tenancy between the Landlord and the Tenant shall continue if the Tenant meets the conditions set out in this order.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 29, 2025, the Landlord gave the Tenant an N5 notice of termination 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 willfully or negligently damaged the rental unit or residential complex.
4. The N5 Notice specifically alleges the Tenant installed a bidet in the rental unit which leaked causing damage to the ceiling of the unit below and causing the Landlord to incur costs associated with fixing the plumbing and repairing the ceiling of the unit below.
5. The N5 Notice further alleges that the Tenant does not park in their assigned parking space causing the Landlord to incur charges from the condo corporation.
6. 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.
7. 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.

Leak due to installed bidet

8. The Landlord testified that he was contacted by the property management company for the condominium corporation regarding a leak emanating from the Tenant’s rental unit to a unit below.
9. The Landlord further testified that as a result of an inspection conducted by the property management company for the condominium corporation a plumber Townsend Plumbing & Heating Ltd. was brought into the rental unit by the condominium corporation to repair a leaking add on body spray to the toilet in the rental unit. Additionally the condominium corporation had Power Cleaners attend the unit below to repair the ceiling, which was damaged due to a leak emanating from the body spray attached to the Tenant’s toilet.
10. The Landlord testified that at the time the unit was rented to the Tenant the toilet did not contain a body spray and that it was added at some point by the Tenant.
11. The Landlord states that he received a charge back from the condominium corporation requesting payment of the invoices from Townsend Plumbing & Heating Ltd. in the amount of \$184.76 to remove the body spray attached to the toilet and stop the leak.

12. Additionally Power Cleaners repaired the ceiling of the unit below the Tenants and the Landlord received a charge back in the amount of \$632.80 to scrape off loose drywall, patch affected areas, sand the patches, apply stain blocker and repaint.
13. Based on the uncontested evidence before me I am satisfied, on a balance of probabilities, that the Landlord has established that the Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
14. 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. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Parking

15. The portion of the Landlord's N5 Notice of Termination that relates to expenses that the Landlord has incurred as a result of the Tenant's failure to park in their assigned parking space does not relate to physical damage and does not meet the requirements under section 62(1) of the Act and must be dismissed.

Compensation for damages

16. Included in the Landlord's application is a claim for compensation in the amount of \$1,837.56 for damages. The amount claimed is the amount the Landlord was charged back from the condominium corporation for Townsend Plumbing & Heating Ltd. in the amount of \$184.76, Power Cleaners in the amount of \$632.80 and \$1,020.00 for the Tenant not parking in their assigned parking space.
17. In order for an application for compensation for damages made pursuant to section 89(1) of the Act to succeed, a landlord must establish the following:
 1. there was property damage to the rental unit or residential complex;
 2. the damage is "undue" meaning that it is not normal wear and tear and it is not insignificant;
 3. the damage was a result of wilful or negligent conduct by the Tenant, occupant or guest; and
 4. the costs to repair the damage or replace the damaged items if they cannot be repaired
18. If all of these factors are met, then the Board can award the Landlord the reasonable cost proven for repair, or the replacement if it is not reasonable for the damage to be repaired.
19. The Landlord has established that charge backs he received from the condominium corporation related to property damage associated with the leak due to the added body spray to the Tenant's toilet, but not costs associated with charge backs to the Landlord in relation to the Tenant's parking.

20. As such I am satisfied that the Landlord incurred reasonable costs of \$817.56 to repair the damage or replace property that was damaged and cannot be repaired. Consisting of \$184.76 associated with Townsend Plumbing & Heating Ltd and \$632.80 associated with Power Cleaners attending the unit below to repair the ceiling.

Relief from eviction

21. The Landlord sought termination of the tenancy, due to the damages caused to the rental unit and residential complex.
22. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of Sutherland v. Lamontagne, [2008] O.J. No. 5763 (Div. Ct.) and Paderewski Society v. Ficyk, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”

23. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant shall have an opportunity to preserve the tenancy by paying to the Landlord its reasonable costs to repair or replace the damage to the unit below the Tenant as well as the Landlord’s costs of this application on or before April 11, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$817.56, which represents the reasonable costs of repairing the damage and replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord on or before April 11, 2026 is \$1,003.56.
5. If the Tenant fails to comply with the conditions set out in paragraph 4 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

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.

March 31, 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.