



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022432-23

In the matter of: 25 HARTFIELD ST
INGERSOLL ON N5C0C4

Between: Ecaterina Strelet Landlord

And

Martin Manship Tenants
Stacie Wiggins

Ecaterina Strelet (the 'Landlord') applied for an order to terminate the tenancy and evict Martin Manship and Stacie Wiggins (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

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

This application was heard by videoconference on March 25, 2026.

Only the Landlord and the Landlord's representative, John Lambe attended the hearing.

As of 9:30 a.m., the Tenants were 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 reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Service of Notice of Hearing

1. This matter comes before the Board after being adjourned a number of times. The most recent adjournment was from a hearing on February 9, 2026, which noted that the Tenants had been served at the incorrect address by the Board, and the matter was adjourned to enable effective service.
2. The Notice of Hearing for this date was served by the Landlord at the most recent known address for the Tenants, the two prior addresses for the Tenants, and the email addresses

which had been used by the Landlord to correspond with the Tenants throughout their tenancy and afterwards.

3. The Board also served the Notice on the Tenants, but the notice was returned to the Board. However, it is noted that the mailed package, marked "return to sender" was uploaded to the portal by the first named Tenant.
4. Based on all of the above information, I am satisfied that the Tenants have had notice of this hearing. The hearing proceeded with the Landlord's evidence.

N5 Notice of Termination

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation for damages. Therefore, the Tenants are ordered to pay damages to the Landlord, as set out in the N5 notice, in the amount of \$20,000.00. It is noted that the Tenants had vacated the premises as a result of an agreement reached on another Board proceeding, and therefore this hearing addressed only the damages caused by the Tenants.
6. The Tenants were in possession of the rental unit on the date the application was filed.
7. The Tenant vacated the rental unit on January 31, 2024.

Wilful or Negligent Damage

8. On February 15, 2023, the Landlord gave the Tenant an N5 notice of termination deemed served on February 20, 2023. The notice of termination contains the following allegations: the Tenants caused significant damage to the rental premises, including holes and other damage to the walls throughout the rental premises, damage to the carpet throughout the rental premises, and damage to the backyard. This damage was allegedly caused negligently or wilfully by the Tenants and their four dogs, three or four cats, and children.
9. 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).
10. The Landlord testified that when the Tenants moved into the rental premises, the premises were brand new, and the Tenants were the first to occupy the premises. On February 3, 2023, the Landlord and his agent attended the rental premises and identified extensive damage.
11. The Landlord testified that in addition to the 4 dogs living in the rental premises, there were also 2 or 3 cats. The Tenants had advised the Landlord when they moved in that they had 8 pets and agreed that they would keep them in crates. The Landlord testified that the dogs were often kept in crates in the basement, and this resulted in the smell of animals being overpowering.
12. The Landlord testified that the backyard was ruined because the urine from the dogs burned the grass everywhere. The Tenants admitted to the Landlord that the backyard

was where the dogs were let out, and the Landlord indicated that when they moved out the Tenants had not cleaned up the backyard, leaving excrement everywhere.

13. The Landlord referred to a number of photos which had been taken, and which were uploaded to the portal which demonstrate the extent of the damage caused. These photos were taken by the Landlord during the tenancy, or shortly after the Tenants left. Some of these include:
 - (i) DOC- 2935474, DOC-2934873 which indicates the damage to the back yard.
 - (ii) DOC- 2935504 indicating the damage to the carpet, visible even after it was cleaned, DOC-2935504, showing damage to the carpet, DOC-2935439, showing carpet coming off of the stairs, and the poor condition of the carpet, DOC-2932776 showing damage to the carpet going into the basement.
 - (iii) DOC-2932809, DOC-2932797, showing damage to the walls.
14. I am satisfied that the damages outlined by the Landlords were caused by the Tenants either wilfully or negligently. The extent of the damage demonstrated by the photos taken, and testified to by the Landlord, exceeds what could be seen as normal wear and tear of the premises.
15. The Landlord included a quote for the repair of all of the damages in the portal, which addressed the interior painting, (materials and labor), removing and replacing the carpet and the resodding of the entire backyard. The estimate, including taxes, totalled \$22,684.75.
16. The Landlord testified that some appliances also had to be replaced, but there is no claim for this before the Board.
17. The Landlord provided proof of payment by interac for the repairs in the amount of \$20,000.00.
18. The Tenants are responsible for payment of the damages in the amount of \$20,000.00
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. This order contains all of the reasons within it. No further reasons will be issued.

It is ordered that:

1. The Tenants shall pay to the Landlord \$20,000.00, which represents compensation for the damages to the rental unit.
2. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenants must pay the Landlord is \$20,186.00.
4. If the Tenants do not pay the Landlord the full amount owing on or before April 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 25, 2026, at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Stephanie Ball
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.