



**Order under Section 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-040112-25

In the matter of: Lower, 31 MCMURRAY ST
BRANTFORD ON N3R4H9

Between: Tim Dreise Landlord

And

Ryan Gagne Former Tenant
Kaelyn Toews

Tim Dreise (the 'Landlord') applied for an order requiring Ryan Gagne and Kaelyn Toews (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Tim Dreise (the 'Landlord') applied for an order requiring Ryan Gagne and Kaelyn Toews (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on March 24, 2026.

The Landlord and the Former Tenants attended the hearing.

Preliminary issue:

Landlord failure to disclose evidence

1. The Former Tenant stated the Landlord did not provide proper disclosure of his evidence more than 7 days in advance of the hearing in accordance with the Board's Rule of Procedure 19.
2. The Landlord did not dispute the Former Tenant's claim.
3. I note that the Landlord had filed over 60 separate files of evidence in advance of the hearing.

4. The Landlord stated he did not intend to rely on all the evidence and could limit the evidence to less than 12 files and provide a list.
5. I offered the Landlord the opportunity to compile the list while I took other files and the Landlord agreed.
6. The Former Tenant indicated their desire to proceed with the hearing and allow the Landlord time to narrow the evidence files.
7. At approximately 2:18pm I called the hearing back into record and the parties consented to continuing with the hearing having been satisfied they both had an opportunity to review each other's evidence.

Determinations:

8. As explained below, the Landlord proved some of the allegations contained in the application on a balance of probabilities.
9. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing and in a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
10. These documents were served on December 13, 2025.
11. The Former Tenant vacated the rental unit on March 31, 2025.
12. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Compensation unpaid utility costs

8. The Landlord claims the Former Tenant failed to pay utility costs for that they were required to pay under the terms of the tenancy agreement.
9. The Former Tenant did not dispute the Landlord's claim.
10. Therefore, this portion of the Landlord's application is granted and the Former Tenant owes the Landlord reasonable out-of-pocket expenses of \$42.84.

Compensation damage

8. The Landlord claims the Former Tenant wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord alleges the damage as follows:

- \$296.16 cracked three season room window;
 - \$1017.02 living room window frame bent and broken;
 - \$62.99 kitchen cupboard fascia paint;
 - \$126.87 interior bathroom door and paint;
 - \$33.88 bent living room curtain rod;
 - \$6.09 missing toilet paper holder;
 - \$3.71 missing door stopper in kitchen;
 - \$24.81 missing / damaged register covers;
 - \$10 trip to the dump; and
 - \$22.32 replacement for missing curtain rods in sunroom.
9. The Landlord claims he incurred reasonable costs of \$1,603.85 to repair the damage and replace property that was damaged and cannot reasonably be repaired.

Landlord evidence

10. The Landlord filed evidence with the Board to support the claims in the application consisting of photographs and invoices the paid to repair or replace the damaged items.
11. The position of the Landlord is the Former Tenant caused undue damage to two rental unit windows. The Landlord stated that the Former Tenant broke a three season window by placing large piles of items against the rental unit widow. The other window was damaged by the Former Tenant attempting to force open the window while the window lock was engaged and the window frame was bent.
12. Other items the Landlord claims are for paint repair and touch up to damage caused to kitchen cupboards and bathroom door.
13. The remaining claims are for items the Landlord claims the Former Tenant removed from the rental unit when they vacated the rental unit.

Former Tenant evidence

14. The Former Tenant filed evidence with the Board consisting of an engineering report relating to the damage to the three-season window.
15. The Former Tenant holds the position that the window cracked due to a thermal fracture (weather causing expansion and contraction).

16. The evidence the Former Tenant relies on to dispute the damage to the three season window is a report produced by Stephen Kania, a former Certified Engineer Technologist.
17. The report provides an analysis based on the photo of the broke window in the Landlord's evidence.
18. The report identifies potential causes for the crack in the window:
 - 1) Thermal Fracture.
 - 2) Twisting during closure.
 - 3) Impact.
19. The position of the Former Tenant is the window crack was caused by a thermal fracture and not by the Former Tenant.
20. The Former Tenant stated that they did not cause the second window damage bent frame by forcing the window open while locked.
21. Regarding the Landlord's claims for missing items the Former Tenant's position is they did not remove items from the rental unit.

Analysis

22. On a balance of probabilities means the applicant, in this case the Landlord must show that its version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.

Damage items granted

Damage to windows: three season and bent frame

23. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegation the Former Tenant caused damage to the rental unit windows.
24. I am not persuaded by the Former Tenant testimony regarding the bent window frame and their assertion the window opened.
25. Whether the window was functional the frame is clearly bent and has been damaged beyond what I consider to be normal wear and tear. This is similar to claims made by

landlords where a former tenant has caused damage to an interior door. The door may have a large hole in it and still be functional to open and close but this does not negate the fact the door is damaged.

26. Regarding the crack in the three-season window, I find the Landlord has proved the allegations the Former Tenant caused the undue damage.
27. The Landlord's photo shows a large pile of items in the rental unit stacked against the window.
28. The Former Tenant stated that the window could not have been damaged by the items because the items were "soft" items.
29. The Former Tenant also relies on the report by the engineer. The author of the report did not attend the hearing as a witness for the Former Tenant.
30. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, [2019 ONSC 2083](#) the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. Hearsay evidence is a problem because the opposing party has no opportunity to cross-examine the person making the statement. Hearsay evidence can be admitted and given some weight if it is necessary and reliable.
31. I am not satisfied the hearsay evidence is reliable given the author did not appear for an opportunity for the Landlord to perform cross examination or the Board to make inquiries on the author's findings.
32. The Landlord also suggested that the Former Tenant may have cracked the window by pushing the pile into the window causing pressure to crack the window.
33. I agree with the Landlord's analysis, and I find it more likely than not, based on the Landlord's photo that the Former Tenant's items against the window caused the crack.
34. The Landlord provided quotes for the replacement and repair of the windows.
35. Given all the above I find the Landlord has proved the allegations the Former Tenant caused damage to the two windows in the rental unit and the reasonable costs that the Landlord incurred or will incur as a result of the damage.
36. Therefore, this portion of the Landlord's damage claim is granted.

Damage items dismissed

37. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord did not prove the allegations for the following items:
 - \$62.99 kitchen cupboard fascia paint;
 - \$126.87 interior bathroom door and paint;

- \$33.88 bent living room curtain rod;
- \$6.09 missing toilet paper holder;
- \$3.71 missing door stopper in kitchen;
- \$24.81 missing / damaged register covers;
- \$10 trip to the dump; and
- \$22.32 replacement for missing curtain rods in sunroom.

38. The Landlord did not prove that the Former Tenant wilfully or negligently caused undue damage to the rental unit and removed items from the rental unit that belonged to the Landlord.
39. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord led with insufficient evidence to support the claims above.
40. In the alternative the Landlord did not produce receipts for the costs the Landlord claims he incurred as a result of the damage and the missing items.
41. Therefore, these items will be dismissed.
16. There is no last month's rent deposit.
17. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$42.84, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The Former Tenant shall also pay to the Landlord \$1,313.18, which represents the reasonable costs the Landlord incurred or will incur as a result of the damage.
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Former Tenant owes the Landlord is \$1,542.02*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before May 1, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from May 2, 2026 at 4.00% annually on the balance outstanding.

April 20, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Utility Costs	\$42.84
Damage Costs	\$1,313.18
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,542.02