



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

File Number: LTB-L-098455-25

In the matter of: UNIT 1, BOX 1 MCCULLOUGH STREET
MARATHON ON P0T2E0

Between: Sheila Thorpe Landlord

And

Lindsay Simpson Tenant

Sheila Thorpe (the 'Landlord') applied for an order to terminate the tenancy and evict Lindsay Simpson (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

Sheila Thorpe (the 'Landlord') also applied for an order requiring Lindsay Simpson (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 March 9, 2026.

Only the Landlord's Agent Selwyn Thorpe attended the hearing.

As of 10:56 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. Therefore, the Tenancy between the Landlord and the Tenant is terminated as of April 27, 2026, and the Tenant shall pay to the Landlord the sum of \$11,026.54.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 14, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on the same date with a termination date of October 25, 2025. The notice of termination alleges that as a result of an inspection on December 1, 2024 it was observed that the Tenant, their occupant or someone permitted on the premises by the Tenant willfully caused damage to the rental unit.
4. The Landlord's Agent testified that on December 1, 2024 as a result of an inspection of the Tenants rental unit substantial damages were observed which included damages to the kitchen cabinetry as the doors and drawers had been removed. Graffiti, holes and missing portions of drywall were observed on the walls of the living space, damage to the baseboard heaters, as well as missing, broken and damaged doors and door frames within the unit. The Landlord tendered a number of photographs of the damage to the rental unit taken during the inspection as exhibits to the hearing.
5. It is clear that the damage in the rental unit goes beyond ordinary wear and tear and is undue damage, that is even beyond negligent damage and based on the uncontested evidence before me, I find on a balance of probabilities that the damage appears to have been caused wilfully by the Tenant, their occupant or someone permitted on the premises by the Tenant.

Daily compensation, NSF charges, rent deposit

6. The Tenant was required to pay the Landlord \$4,207.95 in daily compensation for use and occupation of the rental unit for the period from October 26, 2025 to March 9, 2026.
7. Based on the monthly rent, the daily compensation is \$31.17. This amount is calculated as follows: \$948.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$925.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$13.41 is owing to the Tenant for the period from July 1, 2025 to March 9, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for damages

11. Included in the Landlord's application is a claim for compensation in the amount of \$7,571.00 for damage to the rental unit. 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:

(a) there was property damage to the rental unit or residential complex;

(b) the damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and

(c) the damage was a result of wilful or negligent conduct by the Tenant, occupant or guest.

12. In this context, the word “property” refers to the physical objects such as walls, ceilings, floors, appliances and fixtures in a residential complex.
13. If all of these factors are met, then the Board can award the Landlord the reasonable cost of repair, or the replacement if it is not reasonable for the damage to be repaired.
14. As indicated above, the Landlord’s Agent testified that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit and provided photographs at the hearing which depict the damages
15. The Landlord’s Agent also produced an estimate from MJ’s Contracting for the repair of the damages to the rental unit in the amount of \$7,571.00.
16. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Landlord will incur a reasonable cost of \$7,571.00 to repair the damage and/or replace property that was damaged and cannot be repaired.

Relief from eviction

17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Landlord sought termination of the tenancy due to the substantial wilful damage caused to the rental unit. The Tenant did not attend the hearing to provide any evidence or submissions on why eviction should be delayed or denied. In the circumstances I find that an eviction order is appropriate.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 27, 2026.
2. If the unit is not vacated on or before April 27, 2026, then starting April 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 28, 2026.
4. The Tenant shall pay to the Landlord \$4,207.95, which represents compensation for the use of the unit from October 26, 2025 to March 9, 2026.

5. The Tenant shall also pay the Landlord compensation of \$31.17 per day for the use of the unit starting March 10, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$7,571.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$938.41 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$11,026.54.
10. If the Tenant does not pay the Landlord the full amount owing on or before April 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% annually on the balance outstanding.

April 22, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 28, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.