



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

**File Number:** LTB-L-100249-25

**In the matter of:** 309, 1189 TALWOOD CRT  
PETERBOROUGH ON K9J7X4

**Between:** SKPM RENTS 10 Landlord

**And**

Corey Merriam Tenant  
Olivia Stewart

SKPM RENTS 10 (the 'Landlord') applied for an order to terminate the tenancy and evict Corey Merriam and Olivia Stewart (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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

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

SKPM RENTS 10 (the 'Landlord') also applied for an order requiring Corey Merriam and Olivia Stewart (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 3, 2026.

The Landlord's legal representative Jeff Shabes and Landlord agent Jennifer Domina attended the hearing.

As of 10:22am, 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 the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on January 21, 2026.
4. On November 18, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of December 8 2025. The notice of termination alleges the Tenant had installed a deadbolt on her rental unit door and had locked herself out of the rental unit.
5. The Tenant called the Landlord's after hours emergency service to have a locksmith open the door.
6. The Landlord claims they incurred a charge of \$276.85.
7. The Landlord submitted the invoice for the locksmith into evidence (DOC 6880566) to support the claim.
8. 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).
9. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proven the Tenant willfully or negligently caused damage to the rental unit by installing a deadbolt lock and the Landlord has proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of January 21, 2026.
2. The Tenant shall pay to the Landlord \$276.85, 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 is \$462.85.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 6, 2026 at 4.00% annually on the balance outstanding.

**April 24, 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.