



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Toushan v Woodcock, 2026 ONLTB 33897

Date: 2026-04-29

File Number: LTB-L-028576-24

In the matter of: 7, 4 SHORT ST
FENELON FALLS ON K0M1N0

Between: Garry Toushan Landlord

And

Jennylynn Woodcock Tenant

Garry Toushan (the 'Landlord') applied for an order to terminate the tenancy and evict Jennylynn Woodcock (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 applied for an order requiring 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 April 23, 2026. Only the Landlord attended the hearing.

As of 9:36am, 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. The Landlord's application was filed on April 10, 2024, and is based on two N5 notices of termination served to the Tenant. The Landlord's application also requests monetary compensation to repair and/or replace damaged property.

2. The Tenant was in possession of the rental unit on the date the application was filed but vacated on December 5, 2025. Therefore, the Landlord's N5 notices of termination are moot and the matter proceeded to only hear the Landlord's monetary claim for damages.
3. Section 89(1)(a) of the Act states.

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted

4. The Landlord's application claims \$5,400.00 in out-of-pocket expenses to repair and/or replace damaged property. At the hearing, the Landlord stated that there have since been additional damages and that the costs of repairs have increased to more than \$10,000.00.
5. As of the hearing date the Landlord had not filed with the Board or served the Tenant with an amended application as required by Rule 15 of the Board's Rules of Procedure. As such, the hearing proceeded to only consider the amounts plead on the Landlord's application (\$5,400.00).
6. The Landlord testified that on January 30, 2024, he inspected the rental unit with a contractor and observed extensive damage to the walls and ceiling in the rental unit. The Landlord submitted into evidence photographs of the rental unit showing multiple holes in the drywall and one of the bedroom doors (LL exhibit #1). The Landlord also submitted into evidence an estimate from his contractor confirming that it would cost \$5,400.00 to repair and/or replace the damage property (LL exhibit #2).
7. Based on the uncontested evidence and submissions before the Board, I find that the Tenant, their occupants and/or permitted guests wilfully and/or negligently caused undue damage to the rental unit and that the Landlord will incur \$5,400.00 to repair and/or replace the damaged property. The Landlord's application is therefore granted.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 5, 2025.
2. The Tenant shall pay to the Landlord \$5,400.00, which represents the reasonable costs of repairing and/or replacing the damaged property
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

4. If the Tenant does not pay the Landlord the full amount owing on or before May 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

April 29, 2026
Date Issued

Fabio Quattrociocchi
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.