



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hall v Craig, 2026 ONLTB 34152

Date: 2026-05-04

File Number: LTB-L-011362-23

In the matter of: 3, 11 MARY ST N
SMITHS FALLS ON K7A3R6

Between: Brianna Hall Landlord
Luke Hall

And

Brittany Craig Tenant

Brianna Hall and Luke Hall (the 'Landlord') applied for an order to terminate the tenancy and evict Brittany Craig (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 has been persistently late in paying the Tenant's rent.

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 February 9, 2026.

The Landlord, Brianna Hall, the Landlord's Legal Representative, Lori Shepherd, the Tenant's Witness, Jim Laidlaw, the Tenant's Legal Representative, Clément Paradis and the Tenant attended the hearing.

Preliminary Issue – Amendment of Application

The Tenant submits that the application should be dismissed as the Tenant has moved out, making eviction moot, and a request to amend the application previously granted by order LTB-L-011362-23-IN issued November 19, 2024 to include a claim for damages should not have been granted. The Tenant submits that because the Landlord's request to amend the application was filed on May 15, 2023, subsequent to the Tenant vacating in April, 2023, the *Residential Tenancies Act*, 2006 (the "Act") required the Landlord to file an L10 application against a Former Tenant, and on that basis the Member should not have granted the amendment pursuant to LTB-

L-011362-23-IN. The Tenant also submitted that this decision should be revisited as the Landlord had filed an L10 application, but subsequently withdrew it, and this information was not before the Member at that time they made the determinations in LTB-L-011362-23-IN.

I find that the section 89 of the Act provides that a claim can be served against a tenant or former tenant for damages. While the LTB has different forms of applications related to various types of claims grounded by the Act, the form itself is a tool made by the LTB in order to present claims in accordance with the Act in an organized fashion for adjudication. They are not the basis for the LTB's jurisdiction to hear a claim. It is not uncommon for an application to be amended from an application type intended for a current tenant to an application intended for a former tenant after the Tenant vacates.

The difference and purpose of the distinction between applications against a former tenant relates primarily to the service requirements on applications against a former tenant. The LTB will serve the application and notice of hearing on a current tenant to the rental unit address, where a landlord is responsible for service of applications and notices of hearing against a former tenant.

In this instance, the Tenant is in attendance at the hearing and is represented. There is no dispute that they have received a copy of the application as amended, or the notice of hearing for this hearing date. There is therefore no prejudice to the Tenant in proceeding on the amended application regardless of the timing of its filing or whether it was filed as an L10 application. The Tenant was given notice of the claim within the limitation period through the Landlord's request to amend and the Tenant is in attendance at the hearing prepared to fully participate in it. There is no issue of jurisdiction or procedural fairness in proceeding on this application as amended.

I find that whether or not an L10 application had been filed by the Landlord, and whether or not this was disclosed to the Member prior to the issuance of LTB-L-011362-23-IN, is irrelevant to whether or not this application can proceed given current circumstances. The amendment was ultimately granted, LTB-L-011362-23-IN provides reasons as to why it can be granted which are cogent and refer to the independent grounds under which a Landlord may bring a claim for compensation for damages regardless of an application for termination of the tenancy. To now reverse this decision when the Tenant submits the Landlord subsequently withdrew their L10 application, and would now be beyond the limitation period, would be procedurally unfair.

The Tenant points to order LTB-L-078856-24 in which a Member declined to permit an L2 application to be amended to allow damages after a former tenant had vacated the unit, and directed the landlord in that case to file an L10 application instead, for the proposition that this amendment should not have been permitted. As another order of the Board, this case is not binding upon me, and I note that in that case the landlord clearly had sufficient time to bring a separate L10 application. I decline to adopt the reasoning in order LTB-L-078856-24 which focuses on the wording in the L2 application, as I prefer the reasoning I have outlined above based upon the jurisdiction of the LTB imparted by the Act as to the proper disposition of this circumstance. Additionally, the circumstances in LTB-L-078856-24 are distinguishable given the timing of the limitations period involved.

On the basis of the above, I find it would be inappropriate to revisit and reverse the decision made in LTB-L-011362-23-IN to grant the Landlord's amendment to include a claim for

compensation for damages in this application. I find the application can proceed as previously amended.

Timing of the Filing of the Application and Validity of the N5 Notice

The Tenant submitted that the application should also be dismissed as the application was filed before the seven-day remedy period referred to in section 70 of the Act. The Tenant also submitted that the contents of the N5 notice would make it invalid on its face.

It is true that to ground an application pursuant to an N5 notice of termination the application cannot be filed within the seven-day remedy period as referred to in section 70 of the Act. However, the claim for damages under section 89 of the Act is an independent claim that can be made without the need of any claim for eviction. As noted above, it can apply to both tenants and former tenants.

As the application was already amended to include a claim for compensation for damages under section 89, that the eviction application may have been filed in a timing contrary to section 70 of the Act is irrelevant to the determinations before me.

I note further that the application as originally filed also included an application to terminate the tenancy for persistent late payment of rent pursuant to section 58 of the Act via an N8 notice of termination, and that the seven-day remedy period applicable under section 70 of the Act is not applicable to this notice in any event.

Similarly, as eviction is not being considered, any issues related to the validity of the N5 notice of termination are irrelevant and do not require consideration for the disposition of this application.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation for damages in the application. Therefore, the Tenant shall pay to the Landlord \$6,722.46 on or before May 15, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed, but subsequently vacated on April 30, 2023. As noted above, while the claim was amended to include a claim for compensation on a date after the Tenant moved out of the rental unit, I find that this does not bar this claim from proceeding for the reasons outlined in the preamble to this order.
3. The Landlord testified that the Tenant left the rental unit after intentionally causing a great deal of damage to it. The Tenant denies that they are the party who caused the damage to the rental unit.
4. The Landlord testified they believe the Tenant is responsible for the damages as the Tenant was very angry with the Landlord toward the end of the tenancy and several times prior to the end of the tenancy the Tenant told the Landlord that she would "make them pay" and specifically threatened to damage the Landlord's property and the property of other tenants in the residential complex. The Tenant also refused to call the Landlord by name

for the last several months of the tenancy, and instead referred to her as “cunt”. This is relevant for the reasons outlined below.

5. In support of the Landlord’s testimony on this point they provided a text message from the Tenant sent on March 26, 2023, part of which states:

“I’ve sent you pictures twice of the mouse. You’re either that stupid or just being your usual cunt self. You can enter that shit hole when I’m gone April 30th and no sooner. Get a life and leave me tf alone. Thanks oh btw I was unable to disconnect the hydro so I disconnected appliances instead good luck :)”

6. The Landlord also provided e-mails sent from the Tenant on several dates in which the Tenant referred to the Landlord as a cunt and used other foul language.
7. The Landlord testified that after receiving this message, they gave a 24 hour notice to the Tenant and entered the property on March 28, 2023 to attempt to mitigate any damages unplugging appliances may have caused as they were aware the Tenant was not staying in the rental unit, even though the Tenant insisted on maintaining possession during that period of time. The Landlord found the fridge full of food, which had rotted and required cleaning. The Landlord testified it appeared no one was living there at that time, but the Tenant had made clear they were still in possession of it and some belongings remained in the unit. At that time the Landlord observed there was some garbage left behind, but no significant damage.
8. The Landlord testified that on April 30, 2026, they were in a nearby property they own with a view of the rental unit, and observed the Tenant and a male enter the rental unit around 11:30 a.m., stay in the unit for about an hour, and leave with a few boxes and other things. They returned around 12:45 p.m. and entered the rental unit again and stayed until approximately 2:00 p.m. This time the Tenant and male accompanying her were not carrying anything when they left.
9. Following this the Landlord waited until approximately 4: 00 p.m. to see if the Tenant would further return. When they did not, the Landlord attended at the rental unit, knocked, and entered the rental unit as they found it to be unlocked. The Landlord testified there were no signs of forced entry, or issues with the door, and the keys were found inside on the counter.
10. At this time the Landlord found the damage to the rental unit that forms the basis of this application. The Landlord testified that they did not observe anyone else enter the common entrance to the rental unit shared with another rental unit that day. The Landlord did observe the tenant who lived in the other rental unit sharing a common main entrance, Jaydon, depart on that date. The Landlord’s Witness confirmed that Jaydon left the building prior to the Tenant and her companion.
11. The Landlord testified that beyond this, they believe the Tenant is responsible given text messages received April 30, 2026 from Jaydon, who was hearing a lot of banging and what sounded to be loud slurred and intoxicated speech through the shared wall of the rental units. These text messages were presented as evidence in the hearing.

12. The Landlord testified and presented evidence, including pictures of much of it, in relation to the following damage:
 - a. Garbage was strewn everywhere.
 - b. The window screens in the rental unit were all cut.
 - c. Kitchen cupboards, closet doors, and trim throughout the rental unit were written and scribbled on in permanent marker. The writing including the words "Fuck you!" and "cunt".
 - d. The flooring in the kitchen also had been written on and holes were made in the linoleum.
 - e. Bathroom cabinets doors had been ripped out.
 - f. There was feces left in the toilet.
 - g. The shower fixtures, hose, and curtain rod had been ripped out in the bathroom.
 - h. Large holes were found in the walls of the kitchen.
 - i. The plug to stove and fridge had been cut and these appliances were also written on in permanent marker
 - j. The glass shelving inside the fridge was smashed.
 - k. The heating sensor box was ripped off the wall, and the sensor was taken and never recovered
 - l. There was smoke damage on the walls from smoking in the rental unit. The Landlord testified this was not new but developed over time, and that the walls smelled badly of cigarette and marijuana smoke.
13. The Tenant submitted that the fridge which was damaged was owned by the Tenant and not the Landlord. The Landlord purchased the property in 2022, and the tenancy pre-dates this purchase. The Tenant testified that they brought this fridge with them as it had previously belonged to her grandmother and the fridge that had been in the rental unit prior to the tenancy was moved into a storage unit in the residential complex by the previous landlord.
14. The Landlord testified that all of the appliances, including the refrigerator, were listed in the rental agreement. They could confirm that there was a refrigerator in the storage unit, but the previous landlord had not given any information as to its purpose or any indication that the refrigerator did not belong to the rental unit.
15. The Tenant testified that they did not smoke in the rental unit and that their son has asthma and can't be around anyone who smokes. No supporting medical evidence was introduced to corroborate this testimony.

16. The Tenant acknowledged taking off the lock box to the heat sensor, as they wished to adjust the heat in the rental unit. However, the Tenant denied removing the sensor in the rental unit.
17. The Tenant testified that the stove was very old and started electrocuting her so was no longer used. The Tenant also alleges there were mouse droppings in the stove rendering it unsafe to use. The Tenant also testified the stove was plugged in at 2:03:50 of the recording, despite the text message referenced above stating they had “disconnected” the appliances.
18. The Tenant denies having attended the apartment on April 30, 2023. The Tenant also states that the last time her boyfriend, who the Tenant presumes is the person referred to by the Landlord and the Landlord’s Witness, was at the rental unit was February 18, 2023 when the Tenant moved the beds out of the rental unit.
19. The Tenant denies being involved in or having knowledge of any of the other damages referred to by the Landlord. The Tenant acknowledges that they took the shower head, but state it belonged to them and that the shower apparatus was otherwise left intact.
20. The Tenant states they left the rental unit for the last time on April 25, 2023 and left the keys on the counter with the unit unlocked. The Tenant acknowledged not having informed the Landlord that they did so. The Tenant acknowledged leaving several pieces of furniture and a few bags of garbage behind, but denied there was any sort of damage as described by the Landlord.
21. The Tenant testified they believe that an individual in the neighbourhood that they had previously had a fight with likely would be the party that entered the rental unit and caused damage during the period between April 25th and April 30th, but the Tenant acknowledges they had no proof of this.
22. I do not find the Tenant to be credible in their testimony. The text messages from the Tenant quoted above indicate they intended to keep possession of the unit until April 30th and indicate animosity towards the Landlord. The Landlord presented text messages from the neighboring Tenant in regard to hearing banging in the rental unit on April 30th and that the Tenant and her boyfriend were present and could be heard. Both the Landlord and Landlord’s Witness testified the Tenant attended the rental unit on that date.
23. Further the Tenant testified they left the appliances plugged in, despite the text message presented in the hearing showing the Tenant told the Landlord they had in fact “disconnected” the appliances. I find this to be inconsistent, and find the written record sent by the Tenant contemporaneous with events to be a more reliable record of what occurred. This indicates the Tenant is testifying in a manner they believe will be self-serving, as opposed to striving to accurately reflect the truth of events.
24. The Tenant’s story simply does not carry the ring of truth. The communications presented make clear the Tenant intended to make life for the Landlord unpleasant. In this backdrop, it is simply not believable that a completely separate party would be aware that the rental unit was unsecured and attend at the rental unit for the purposes of destroying it on the last day of the Tenant’s tenancy.

25. Given the above, I do not find the Tenant's testimony to be credible, and I assign it little weight. Given this, where the Tenant's testimony is uncorroborated and conflicts with the testimony of the Landlord, I cannot prefer it over the Landlord's testimony, which I did find to be consistent with the evidence presented, and credible.
26. I note that even if I had found the Tenant to be credible and accepted their story, I would still find the Tenant responsible for the damages to the rental unit on the basis of the story the Tenant presented. Section 89 states that:

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 in the residential complex by the tenant or former tenant wilfully **or negligently** causes or caused undue damage to the rental unit or the residential complex*

[emphasis added]

27. Even if I accepted the Tenant's story that someone, likely an individual who lived in the neighbourhood and had animosity towards the Tenant, entered into the rental unit that had been sitting unsecured for 5 days, without the Tenant informing anyone of the same, and caused the damage to it – this in my view would constitute the Tenant negligently causing damage to the rental unit by failing to secure it for an unreasonable period of time. On that basis, even if I had preferred the Tenant's version of events, I would have found the Tenant responsible for the damage pursuant to section 89 of the Act.

Damages

28. The Landlord testified they incurred the following expenses related to the work required to repair the damage in the rental unit or replace the damaged items, and provided invoices or receipts to substantiate the same:
- a. \$904.00 to hire a company to remove the large amount of garbage left behind, including damaged furniture.
 - b. \$813.60 to repair and replace damaged window screens.
 - c. \$291.40 to purchase a new bathroom vanity and mounting hardware for it.
 - d. \$58.79 to purchase a new curtain rod.
 - e. \$108.32 to purchase a new shower fixture.
 - f. \$19.20 to purchase a new shower hose.
 - g. \$331.91 to purchase supplies to replace the damaged flooring and to clean and drain the toilet that was left with a large volume of feces in it.

- h. \$226.00 for the labour to install the new flooring.
 - i. \$197.74 for replacement of the heating sensor
 - j. \$2,032.84 to purchase a replacement fridge and stove.
 - k. \$7,571.00 to resurface the kitchen cabinets, repair damage to the walls, and priming and repainting the house, including extra coats required for additional priming and painting on marker damaged and smoke damaged surfaces.
29. I am satisfied based on the evidence of the Landlord that they incurred all of the expenses listed in paragraph 28. I am also satisfied from this evidence that all of the expenses listed in subparagraphs 28.a. to 28.i. were reasonable costs incurred due to damage caused by the Tenant wilfully or negligently to the rental unit. I award \$2,650.96 as the total cost for these items.
30. In relation to the replacement of the refrigerator and stove, I award the Landlord \$100.00 for the following reasons.
31. No one in the hearing was aware of the age of the stove. The stove pre-dated this approximately 6 year long tenancy, and I deduce from the picture of it provided that it is likely to be significantly older. While I accept the evidence of the Landlord that it was damaged by the Tenant and required replacement, this does not entitle the Landlord to require the Tenant to pay for a brand-new stove where the stove being replaced is of a significant age. This would constitute a betterment to the Landlord. Given the appearance of the stove and the age it implies, I assign that an award of \$100.00 is appropriate to account for the loss in value occasioned by the destruction of the stove.
32. In relation to the refrigerator, I find that it was not the property of the Landlord and that therefore they are not entitled to an award for the damages to it. I am willing to accept the Tenant's testimony that it belonged to her grandmother and was gifted to her, and that it was not the property of the Landlord despite my credibility findings above, as this testimony of the Tenant is corroborated by other evidence presented in the proceeding and was not in direct contradiction to the Landlord's testimony.
33. The Landlord acknowledges there is a lone refrigerator in the storage for the residential complex, the purpose of which they were not aware. This is somewhat odd, and would be reasonably explained by the testimony of the Tenant.
34. Further, while in some other instances I might find it to be unlikely that a party would choose to destroy an item they owned and leave it at a rental unit rather than move it or sell it, evidence was presented that the Tenant did just that in relation to other items. The Landlord testified that the Tenant slashed couches and left them behind in the rental unit.
35. I find on the basis of the above that the refrigerator was actually owned by the Tenant, and therefore the Landlord is not entitled to an award for the damage to it.
36. In relation to the cost for resurfacing and painting identified in paragraph 28.k. above, I find it appropriate to award \$3,785.50, representing half of the costs of the invoice presented.

37. I accept based on the evidence of the Landlord that there was smoke damage on the walls and prefer it over the uncorroborated evidence of the Tenant that they did not smoke in the rental unit due to their son's medical condition given my credibility findings above. I accept that this necessitated additional costs, and that the permanent marker necessitated additional costs in painting as well.
38. The Tenant submitted that the amount that should be awarded if I did find the Tenant to be responsible for this damage should be awarded with reference to Table 8 of Schedule 1 of O. Reg 516/06 (the "Regulation"), which specifies that the useful life on interior painting is 10 years. The Tenant further submitted that no party present knows when the rental unit was last painted as it would have been done prior to the tenancy commencing.
39. The Tenant testified that they had been told by the previous landlord that the rental unit had been fully renovated just prior to their tenancy. I find this is the best evidence I have as to when the rental unit was likely to have been previously painted, as it is likely the rental unit would have been repainted as part of a total renovation. This places the re-painting at approximately 6 years prior to the termination of the tenancy. I find it is appropriate to have regard for the Regulation's definition for interior paint as having a useful life of 10 years in assessing what degree of betterment would be appropriate to apply in these circumstances.
40. Given the above, and the evidence I have as to the length of the tenancy, I find that it would ordinarily be appropriate to apply a discount for betterment that is a little in excess of half of the costs to repaint the rental unit. However, the costs here were not just in relation to repainting, but performing additional work to prepare surfaces for the repainting and repair large holes in the drywall. I find that these repairs and work go not just to the useful life of painting, but the useful life of the drywall and cabinets which are respectively defined in the Regulation as having useful lives of 20 and 25 years respectively. It is not possible or practical to separate and itemize the exact proportions of work attributable to which line item in the invoice, and I find on balance it is appropriate to apply a discount for betterment in the amount of fifty percent, and award half the costs of the invoice.
41. On the basis of the above, I find the total amount of reasonable costs the Landlord has incurred to repair or replace damage caused wilfully or negligently by the Tenant totals \$6,536.46.
42. As the Landlord has proven their claim they are also entitled to reimbursement of the filing fee.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,536.46 for compensation for damages to the rental unit.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$6,722.46.

4. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.