



AMENDED
Order under Section 69 / 89
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedures Act

File Number: LTB-L-097928-25

In the matter of: 207, 16 LAKE ST
PICTON ON K0K2T0

Between: PELA Housing Corporation Landlord

And

Daniel Geertsma Tenant

The order contained a clerical error, this amended order was issued to correct the order dated April 30, 2025. The amendments are underlined for ease of reference.

PELA Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Geertsma (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 caused undue damage to the premises.

PELA Housing Corporation (the 'Landlord') also applied for an order requiring Daniel Geertsma (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 Cindy Jackson attended the hearing.

As of 9:22 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 Tenant is terminated as of May 11, ~~2027~~ 2026, and the Tenant shall pay to the Landlord the sum of \$6,687.35.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On November 4, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on the same date. The notice of termination alleges that on October 17, 2025 willful damage to the unit was observed.
4. The Landlord's Agent testified that on October 17, 2025 the Landlord's maintenance staff attended the rental unit with respect to a plumbing issue. During the attendance at the rental unit damage was observed as follows:
 - Multiple holes in the walls and bathroom door;
 - Shattered mirror;
 - Removal of bathtub taps and shower head from internal plumbing;
 - The damage to the plumbing caused water to leak to the unit below.
5. The Landlord tendered photographs of the damage to the Tenant's unit observed on October 17, 2025.
6. Based on the photographs tendered and the testimony of the Landlord's Agent 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

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Compensation for damages

9. Included in the Landlord's application is a claim for compensation in the amount of \$6,501.35 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.
10. In this context, the word “property” refers to the physical objects such as walls, ceilings, floors, appliances and fixtures in a residential complex.
 11. 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.
 12. 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
 13. The Landlord’s Agent also produced an estimate from Kinstruction in the amount of \$5,576.55 and an invoice from Tristan Kennelly Plumbing in the amount of \$924.80 for the repair of the damages to the rental unit totalling \$6,501.35.
 14. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Landlord will incur a reasonable cost of \$6,501.35 to repair the damage and/or replace property that was damaged and cannot be repaired.

Relief from eviction

15. 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.
16. 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 May 11, 2026.
2. If the unit is not vacated on or before May 11, 2026, then starting May 12, 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 May 12, 2026.
4. The Tenant shall pay to the Landlord \$6,501.35, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.

5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$6,687.35.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.

April 30, 2026
Date Issued

May 7, 2026
Date Order Amended

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 November 12, 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.