



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

File Number: LTB-L-006516-26

In the matter of: 512, 3401 WEINBRENNER RD
NIAGARA FALLS ON L2G7K6

Between: Weinbrenner Place Inc. Landlord

And

Donte Gunnis Tenant

Weinbrenner Place Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Donte Gunnis (the 'Tenant') because:

- 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

Weinbrenner Place Inc. (the 'Landlord') also applied for an order requiring Donte Gunnis (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 May 5, 2026.

Only the Landlord, represented by Gabriela Butera, the Landlord's property manager, attended the hearing.

As of 11:19 AM, 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/or 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. On January 15, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that a man who resides with the

Tenant or was visiting the Tenant kicked the door and punched the glass window causing damage to the glass door. The estimated cost to repair is \$605.39.

4. 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).
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$2,235.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$81.85 is owing to the Tenant for the period from October 16, 2024 to May 5, 2026.
7. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
8. 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 or residential complex. The Tenant's occupant kicked a door and broke the window at the complex.
9. The Landlord has incurred reasonable costs of \$605.39 to repair the damage and/or replace property that was damaged and cannot be repaired. The Tenant has paid \$600.00 towards these costs.
10. 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.

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 24, 2026.
2. If the unit is not vacated on or before May 24, 2026, then starting May 25, 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 25, 2026.
4. The Tenant shall pay to the Landlord \$5.39, which represents the amount owing for 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 Landlord owes \$2,316.85 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.

7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$2,125.46.
8. If the Landlord does not pay the Tenant the full amount owing on or before May 24, 2026, the Landlord will start to owe interest. This will be simple interest calculated from May 25, 2026 at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

Jeanie Theoharis
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 25, 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.