



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

File Number: LTB-L-098238-25

In the matter of: Upper Unit, 540 Charlotte St
Peterborough ON K9J2W5

Between: Stephen Henderson Landlord
Maureen Henderson

And

Ryan Martin Tenant

Stephen Henderson and Maureen Henderson (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Martin (the 'Tenant'):

- because the Tenant did not pay the rent that the Tenant owes.
- 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

Stephen Henderson and Maureen Henderson (the 'Landlord') applied for an order requiring Ryan Martin (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 25, 2026.

Only the Landlord S. Henderson attended the hearing.

As of 9:39 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. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,935.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.62. This amount is calculated as follows: \$1,935.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 14, 2026, are \$12,295.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,850.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$155.67 is owing to the Tenant for the period from October 18, 2022 to March 25, 2026.
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 not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

L2 Application

11. The Landlord applied for an order terminating the tenancy and for compensation for damages arising from an N5 Notice of Termination served on October 30, 2025.
12. The N5 Notice alleged that on September 18, 2025, the Tenant or a person permitted in the residential complex caused undue damage to the rental unit, specifically:
 - a hole in the middle of the stove, creating exposed wiring and a potential fire hazard; and
 - damage to building materials described by the Landlord as cracked place mats/building surfaces requiring repair.
13. The Landlord sought both termination of the tenancy and compensation for the resulting damage.
14. After reviewing the application and supporting materials, I find that the Board cannot grant the requested eviction order.
15. The Landlord's L2 application contains a procedural defect. Under "Reason #2," the Landlord failed to select the required checkbox requesting termination and eviction based on the N5 Notice. Although the N5 Notice itself alleges damage and references termination, the application filed with the Board must clearly identify the relief sought so that the Tenant receives proper notice of the case they must meet.
16. The Board cannot grant relief that was not properly claimed in the application. Procedural fairness requires that the Tenant be given clear notice of the remedy being pursued,

particularly where eviction is sought. Because the required portion of the application was left unchecked, the request for termination was not properly before the Board.

17. Accordingly, the Landlord's request for termination and eviction is dismissed, and the hearing proceeded only on the issue of compensation for damages.
18. I also note that the evidence established that the Tenant's daughter, who was residing in the unit at the time the damage occurred and who was alleged to be primarily responsible for the damage, no longer resides in the rental unit. While this does not eliminate liability for proven damage, it is relevant to the practical necessity of eviction and further supports limiting the remedy to monetary compensation in the circumstances.
19. I am satisfied on a balance of probabilities that undue damage occurred and that the Landlord incurred compensable losses as a result.
20. The Landlord provided evidence, including photographs and testimony, showing that the stove had sustained significant damage, including a hole in the center of the appliance with exposed internal wiring. The condition of the stove created a legitimate safety concern, including a risk of electrical malfunction and fire hazard, making repair impractical and replacement necessary.
21. The Landlord testified that the stove was approximately two to three years old at the time of the damage. I accept that evidence. Given the relatively recent age of the appliance, replacement rather than repair was reasonable and necessary.
22. The Landlord also provided evidence of additional cracking and damage to building materials associated with the incident.
23. Although the Landlord referred during the hearing to an estimated total loss of approximately \$5,000, that amount was not supported by an amended application, nor was sufficient documentary evidence provided to establish that full amount. The Board cannot award damages that exceed the amount properly pleaded and proven.
24. The documentary evidence supports a proven loss of \$883.55 for the stove replacement costs and the related building material damage. I find this amount reasonable, supported by the evidence, and directly caused by the undue damage.
25. Because the request for eviction was not properly before the Board due to the defect in the application, termination of the tenancy cannot be ordered. However, the Landlord has proven that undue damage occurred and that compensable losses were incurred.
26. I find that the Tenant shall pay the Landlord \$883.55 for the proven cost of replacing the damaged stove and repairing the related property damage.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$16,366.00 if the payment is made on or before June 1, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 1, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 1, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,255.15. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$63.62 per day for the use of the unit starting March 26, 2026 until the date the Tenant moves out of the unit.
 7. The Tenant shall pay the Landlord \$883.55 for the proven cost of replacing the damaged stove and repairing the related property damage.
 8. If the Tenant does not pay the Landlord the full amount owing on or before June 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before June 1, 2026, then starting June 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 10. 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 June 2, 2026.

May 21, 2026
Date Issued

Anthony Bruno
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 expires on December 2, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 1, 2026

Rent Owing To June 14, 2026	\$16,165.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$16,366.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,059.82
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$155.67
Total amount owing to the Landlord	\$9,255.15
Plus daily compensation owing for each day of occupation starting March 26, 2026	\$63.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	