



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

File Number: LTB-L-007049-26

In the matter of: MAIN, 28 CYPRESS ST
ST CATHARINES ON L2N4L9

Between: JUSTIN ATKINSON Landlord

And

ARISHA BERGSMA Tenant

JUSTIN ATKINSON (the 'Landlord') applied for an order to terminate the tenancy and evict ARISHA BERGSMA (the 'Tenant') because:

- 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.

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 29, 2026. The Landlord and the Landlord's Legal Representative, K. Jordan, attended the hearing.

As of 10:01 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 not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant is in possession of the rental unit.
3. On January 23, 2026, the Landlord gave the Tenant a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex (N7), with a termination date of February 3, 2026. The Landlord alleged in the notice that the Tenant on January 23, 2026, caused damage to the exterior of the rental unit when she permitted a technician to drill into it.

4. In support of the notice, the Landlord stated that on January 23, 2026, the Tenant contacted an internet service provider to install their services in the rental unit without prior consent from the Landlord. The Landlord who was present, asked them to desist from the installation. However, the Tenant interrupted and told the technician that the Landlord was her former partner and called him names. The technician proceeded to drill a hole to install the services.
5. The Landlord provided video recordings as evidence of their statements. In one video, a cable could be seen running along a fence and then left hanging somewhat near the entrance of the unit. In another video time stamped 14:24:40, the Landlord told the technician that he did not want the cable hanging in that fashion. The Tenant came out of the unit, and when informed by the technician that the Landlord did not want the temporary cable there, the Tenant and another lady referred to the Landlord as a disgruntled former partner.
6. In an email from the Landlord's representative dated January 23, 2026, sent at 14:36, the Tenant was advised that she did not have the Landlord's consent '*to drill, penetrate walls, or otherwise alter or modify the premises, including the installation of wiring, cabling, mounting hardware, or related equipment.*' The Landlord presented a picture of the exterior of the unit showing a cable going into the rental unit. The exterior appears to be made of cinder block with spaces through which the cable was pushed through.
7. Based on all the evidence, I find that the email asking the Tenant to desist from installing the services was sent after the technician had already completed the installation. Although the notice accuses the Tenant of causing damage to the exterior of the building, the Landlord's concerns, based on the video, was only about the manner in which the internet cable was left hanging near the front door of the unit. The alleged damage from the technician's drilling is unclear. The picture presented by the Landlord appears to show that a negligible portion of two cinder blocks might have been scraped off by the technician during the installation. This superficial and minor scraping does not constitute wilful damage to the rental unit.
8. Therefore, the Landlord has not proven that the Tenant or an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully caused undue damage to the rental unit.

It is ordered that:

1. The Landlord's application is dismissed.

May 22, 2026
Date Issued

Jitewa Edu
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.