



Order under Section 69 Residential Tenancies Act, 2006

Citation: Parkview Management v Terra, 2026 ONLTB 42730

Date: 2026-06-02

File Number: LTB-L-040882-24

In the matter of: 64, 110 STEWART ST
OTTAWA ON K1N6J6

Between: Parkview Management Landlord

And

Vincent Terra Tenant

Parkview Management (the 'Landlord') applied for an order to terminate the tenancy and evict Vincent Terra (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 or negligently caused damage to the premises

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 May 26, 2026. The Tenant, and the Landlord's Agent, Charlina Curran ('CC'), and the Landlord's Representative, Anne Skelly, attended the hearing. This matter was heard concurrently with a Tenant's T6 application (File LTB-T-008505-24).

Determinations:

Preliminary Issues:

1. The Landlord submits that the wrong party has been named to the application. The Landlords named in the Tenant's application were identified as Charlina Curran and Curran Property Management. However, the correct Landlord is Parkview Management.
2. The Tenant does not contest amending the application to reflect the name of the Landlord.

3. Therefore, I granted the amendment to Parkview Management. The style of cause has been amended to reflect Parkview Management.

Amended application

4. The Landlord filed a request to amend their application to include a claim for damage totalling \$1,479.06. This request to amend was filed with the LTB on October 30, 2024.
5. The Tenant was provided with a copy of the Landlord's Requested amendment and did not make submissions about the proposed amendments.
6. I cannot find any prejudice in allowing the Landlord to amend their application. I find it appropriate to exercise my discretion to grant the amendment, and I am satisfied it is consistent with a fair and expeditious proceeding.
7. The application has been amended to include a request for damages totalling \$1,479.06.

Landlord's L2 application

8. For the sake of clarity, the Tenant also has an application pursuant to a T2 application (File LTB-T-008505-24) which was heard at the same time as the Landlord's application. Both applications involve the same circumstances pertaining to the kitchen countertop. The Landlord alleges the Tenant caused damage to the countertop in the rental unit pursuant to s.89(1) of the *Residential Tenancies Act* ('the Act') and substantially interfered with the Landlord's lawful rights and privileges, pursuant to s.88.1 of the Act. The Tenant alleges that the Landlord breached their obligation under s.20(1) of the Act. Documentary evidence from both applications has been referred to in this order and identified as 'L' for Landlord evidence and 'T' for Tenant evidence.
9. 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.
10. By way of background, the tenancy began in August 2022. The rental unit is a one-bedroom apartment.
11. On April 30, 2024, the Landlord gave the Tenant an N5 notice of termination deemed served May 5, 2024. The notice of termination alleges that the Tenant substantially interfered with the Landlord's lawful rights and privileges by wilfully or negligently damaging the kitchen countertop.
12. As the Tenant is not alleged to have substantially interfered with the Landlord's lawful rights and privileges during the voiding period between May 6 through May 13, 2024. Therefore, the Tenant voided the allegation of substantial interference pursuant to s.64(1) of the Act. However, the Landlord is proceeding in their application for damages pursuant to s.89(1) of the Act.
13. 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 Act.

14. In November 2023, the Landlord ordered a new fridge for the Tenant. When the new fridge arrived, it was larger than the old fridge so it would not fit into the space between the countertop and the wall. The Tenant did not want to give up the new, larger fridge and kept it (L Doc-4556548, pg 1). However, he asked if he could have a new countertop which would extend over the space where the fridge had been.
15. CC told the Tenant the Landlord was not willing to replace the countertop. The Landlord acquired the correct size fridge which would fit into the space, but the Tenant did not want the smaller fridge opting to keep the larger one. The parties went back and forth multiple times between November and December 2023. The Landlord frequently told the Tenant he was not to make alterations to the rental unit because the Tenant was adamant that if the Landlord would not replace his countertop, then he would do the work himself (L Doc-4556548, pgs 1,2,5,8,9).
16. During this time, CC estimates the Tenant sent about 25 messages. However, CC says it was not until December 20, 2023, that the Tenant told her the countertop was damaged. When she attended the rental unit on January 9, 2024, to check on the damage, she observed the Tenant had put duct tape over a seam where two pieces of the laminate countertop intersect. She could see that the tape had “bumps” underneath, and these appeared to be consistent with little chips of the laminate. CC believes the Tenant willfully damaged the countertop by trying to remove it to reinstall a new larger countertop which subsequently damaged the seam.
17. The Tenant argues that the countertop was already damaged when he moved in, in August 2022. When the Landlord’s contractor, Tyler, attended to do other repairs in the rental unit, the Tenant pointed out the lifting seam in the countertop to him. However, the Tenant says Tyler told him the Landlord would not repair or replace the countertop.
18. The Tenant says that after that, he decided to just try to deal with it. He tried to glue the piece down, but that did not work. Eventually, he used duct tape to stick the pieces down.
19. For the following reasons, I am not satisfied that the Landlord met their onus of proof that the Tenant willfully damaged the kitchen countertop.
20. Subsection 89(1) says:

A landlord may apply to the Board for an order requiring a 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 the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex **wilfully or negligently causes undue damage** to the rental unit or the residential complex and the tenant is in possession of the rental unit.

[Emphasis Added]

21. This provision means that to succeed on an application like this a landlord must establish:
 - There was property damage to the rental unit or residential complex;

- The damage is “undue” meaning that it is not normal wear and tear, and it is not insignificant; and
 - The damage was a result of wilful or negligent conduct.
22. The standard of proof in proceedings before this Board is “proof on a balance of probabilities.” By that standard, the party bearing the burden of proof must show with evidence that, “more likely than not”, their assertions are true.
23. CC says she was not made aware of the damage to the kitchen countertop until December 20, 2023. However, I do agree with this submission.
24. When the Tenant moved into the rental unit in August 2022, he requested several repairs be made to the rental unit, including the peeling countertop (T Doc-7988744, pg 6):
25. Landlord is defined in s.2 of the *Residential Tenancies Act* (‘the Act’), and includes the “heirs, assigns, personal representatives...” of the owner of a rental unit.
26. I am of the view that the Tenant was entitled to rely on the request he made to Tyler because Tyler was acting as an agent for the Landlord when he attended to do repairs in early August 2022. CC’s evidence was that Tyler had been doing the repairs for the Landlord for about 14 years.
27. Although CC states she was not aware until December 2023 of the damage to the countertop, I find it is more likely than not that they knew about the Tenant’s request for maintenance to the kitchen countertop as of August 5, 2022, when the Tenant sent the text message to Tyler.
28. When I consider the Tenant’s oral testimony and the August 5, 2022, text message, I find it more likely than not that the damage was present when the Tenant took over the tenancy on August 1, 2022. I say this because this is consistent with the Tenant finding several other areas of damage, such as the mirror, when he moved in.
29. Further, Tyler was not called to give evidence at the hearing. As such, there is no way for the Board to ascertain what Tyler’s observations were on August 5, 2022. Hearsay evidence is allowed, and CC testified about a conversation with Tyler. However, I find her evidence is contradictory. I say this because CC’s oral testimony was that she attended the rental unit on January 9, 2024, and observed the duct tape and saw “bumps” underneath which she believed to be small chips of the countertop surface. However, CC wrote to the Tenant on January 15, 2024, stating “Tyler has no idea what you are referring to, he said there is nothing wrong with the counter” (L Doc-4556548, pg 12). These

statements contradict each other. CC observed the tape and broken pieces of countertop on January 9, 2024, but CC then says Tyler is unaware of the problem when she wrote on January 15, 2024.

30. Given that the Landlord bears the onus of proof on a balance of probabilities that the Tenant is responsible for willfully or negligently causing the damage, I am not satisfied that the Landlord discharged their onus. There is insufficient evidence to support the Landlord's version of events.

31. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The Landlord's application is dismissed.

June 2, 2026

Date Issued

Jane Dean

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.