



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

File Number: LTB-L-006118-26

In the matter of: Unit A, 1 HASTINGS ST N
BANCROFT ON K0L1C0

Between: Darwin Baker Landlords
Catherine Tompkins

And

Stephanie Mitchell Tenant

Darwin Baker and Catherine Tompkins (the 'Landlords') applied for an order to terminate the tenancy and evict Stephanie Mitchell (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;
- the unit was given to the Tenant for the term of the Tenant's employment which has now ended.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords have 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 15, 2026.

Only the Landlord Darwin Baker and the Landlords' Legal Representative Crystal Francey attended the hearing.

All references in this order to Landlord in the singular refer to Darwin Barker.

As of 9:51 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. However, the tenancy will continue if the Tenant meets the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On November 26, 2025, the Landlords gave the Tenant an N5 notice of termination ('N5 Notice') deemed served on the same date. The notice of termination indicated a termination date of December 31, 2025 and alleged the Tenant, someone visiting or living with the Tenant has wilfully or negligently damaged the rental unit, which included:

- The Tenant's unit was not kept in an ordinary state of cleanliness on January 24, 2024;
- Damage to the front door of the rental unit on September 3, 2025 due to the installation of a security camera; and
- Damage to the flooring and walls on November 13, 2025.

4. Subsection 62(1) of the *Act* provides:

62(1) a landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex.

5. To succeed on this claim, the Landlord must establish the following:

- (a) physical damage to the rental unit or the residential complex;
- (b) physical damage that is "undue", meaning not normal wear and tear; and
- (c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

Unkept Unit

6. The Landlord testified that he attended the rental unit and observed it in a state of disrepair and littered with items and garbage on January 24, 2024. The Landlord testified that he assisted in the clean-up of the rental unit making 4 trips to the landfill.

Analysis

7. The Landlords' allegation relating to the Tenant's unkept unit on January 24, 2024 and subsequent removal of garbage does not relate to damages pursuant to section 64 of the

Act. This portion of the Landlord's application is perhaps better suited under section 62 of the Act for substantial interference, but no such application is before me. As such this component of the Landlord's application must be dismissed.

Damage to Door

8. The Landlord states that on September 3, 2025 the Tenant damaged the front door of the rental unit by mounting a security camera to the wooden front door, by screwing it directly into the door.

Analysis

9. Based on the uncontested evidence before me I am satisfied that the damage to the door was:
 - (a) physical damage to the rental unit or the residential complex;
 - (b) physical damage that is "undue", meaning not normal wear and tear; and
 - (c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.
10. 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.

Damage to Flooring and Walls

11. The Landlord testified that on November 13, 2025 during an attendance at the unit for an electrical issue, he observed that the unit had returned to a state of disrepair with the unit littered with items and garbage. The landlord states he observed damaged to the walls and flooring. He described the walls and flooring as being beaten up and scuffed.
12. The Landlord did not take any photographs of the alleged damage to the flooring or walls.
13. Based on the evidence before me I am not satisfied on a balance of probabilities that the damage described by the Landlord is "undue" meaning not caused by normal wear and tear. As such the Landlord has not proven this portion of their application.

N8 Notice of Termination

14. On November 26, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date, with a date of termination of January 31, 2026. The notice of termination alleges that the rental unit was made available to the Tenant as a condition on her employment and her employment has ended.
15. The Landlord testified that the Tenant was his employee in a vape shop that he owned below the rental unit.

16. Based on the following, the Landlord has not proven that the rental unit was rented to the Tenant for the term of the Tenant's employment which has now ended.
17. The Landlord testified that the Tenant was his employee prior to entering into the tenancy agreement and that he offered her reduced rent because she was an employee. The Landlord produced no tenancy agreement that was conditional on the Tenant being an employee. Additionally the Tenant purchased the business from the Landlord in February, 2024 and had not been working for the Landlord since that time, but continued to maintain the tenancy. I am not satisfied on a balance of probabilities based on the evidence before me that the tenancy between the Tenant and the Landlord was contingent upon the Tenant's employment.

Daily compensation

18. The landlord has not established its claim for daily compensation and produced no evidence of rent not being paid for the period from January 1, 2026 to April 15, 2026, as claim in this application. As such the Landlord's claim for general compensation is dismissed.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

20. Included in the Landlord's application is for compensation in the amount of \$3,000.00 for damage to the door, flooring and walls. 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 Tenants, occupant or guest.
21. In this context, the word "property" refers to the physical objects such as walls, ceilings, floors, appliances and fixtures in a residential complex.
22. 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.
23. With respect to the above noted claim for damages as previously indicated I am not satisfied that the alleged damages to the walls and floor based on the oral testimony of the landlord are "undue" meaning beyond normal wear and tear. As such no compensation will be awarded for alleged damage to the walls and floors. The Landlord seeks damages of between \$1,000.00 to \$1,500.00 to replace the door. I find, based on my knowledge of similar cases before the Board an amount of \$1,000.00 is reasonable.

Relief from eviction

24. The Landlord seeks termination of the tenancy as soon as possible due to the undue damage to the property. The Landlord testified that the Tenant has resided in the rental unit since 2019 and resides in the unit with her 14 year old child.
25. The Tenant did not attend the hearing to provide any testimony or submissions with respect to her circumstances relating to relief from eviction.
26. 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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant has resided in the rental unit for six years and should be provided with an opportunity to maintain the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord the sum of \$1,186.00 by June 30, 2026. This sum represents the reasonable costs the landlord will incur or has incurred in repairing the damage and or replacing damaged property as well as the Landlord's costs of this application.
3. The Tenant, another occupant of the rental unit or a person whom the Tenant permits in the residential complex will not willfully or negligently cause undue damage to the rental property or residential complex for a period of 12 months commencing June 9, 2026 and ending June 8, 2027.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

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.