



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

File Number: LTB-L-090957-25-RV

In the matter of: 1103, 485 Eglinton Ave E
Toronto ON M4P1N2

Between: Erica Court Limited Landlord

And

Pierre Charleus Tenant

Erica Court Limited (the 'Landlord') applied for an order requiring Pierre Charleus (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 resolved by order LTB-L-090957-25 issued on January 15, 2026. The Landlord did not attend the hearing. The Board dismissed the application as abandoned.

On February 2, 2026, the Landlord requested a review of the order.

On February 3, 2026, interim order LTB-L-090957-25-RV-IN was issued, directing the matter to a hearing.

The review request was heard by video conference on March 2, 2026. Interim order LTB-L-090957-25-RV-IN2 issued on March 12, 2026, granted the review request and directed that the application be heard *de novo*.

The *de novo* hearing was held on June 9, 2026.

Only the Landlord's Legal Representative Elaine Page and the Landlord's Agent Jacqueline Tomlison attended the hearing.

As of 1:30 PM, 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 claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Based on the uncontested evidence of the Landlord, I make the following findings of fact. The Tenant changed the lock to the front door and installed a partition wall inside the rental unit. I am satisfied that this damage is undue and was caused wilfully or negligently by the Tenant. The Landlord has incurred reasonable costs of \$2,563.53 to repair the damage.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,563.53, which represents the reasonable costs of repairing the damage.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$2,749.53.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026, at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Kate Sinipostolova
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.