



**Amended Order
Order under Section 69 / 89
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act**

Citation: Mattu v Broennie, 2026 ONLTB 40422

Date: 2026-05-22

File Number: LTB-L-004290-26_AM

In the matter of: Basement - One Room, 525 RANDOLPH
AVE
WINDSOR ON N9B2T5

Between: Gurjinder Mattu Landlords
Sarabjit Singh Mattu

And

Melissa Broennie Tenant

Gurjinder Mattu and Sarabjit Singh Mattu (the 'Landlords') applied for an order to terminate the tenancy and evict Melissa Broennie (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 Landlords 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 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 May 19, 2026.

Only the first-named Landlord and the Landlords' legal representative, Muhammad Malik, attended the hearing.

The hearing was scheduled to begin at 9:00am. As of 9:41am, 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.

This amended order is issued to correct clerical errors in the original order issued May 22, 2026.

Determinations:

1. For the following reasons, I find that the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The residential complex is a house and the Landlords rent out various bedrooms to international students. The Landlords say that the Tenant wilfully damaged the residential complex on January 14, 2026, by intentionally damaging the lock to a vacant bedroom across from the rental unit.
3. At the hearing, the first-named Landlord, 'GM', testified that she attended the residential complex on January 14, 2026, and discovered that the lock to the vacant bedroom across the hall from the Tenant's room had been damaged. GM says that she knocked on the vacant room and an unknown girl answered the door. GM says she asked the girl to identify herself and the girl explained she was the Tenant's friend. GM says she then knocked on the rental unit door and spoke to the Tenant. GM says the Tenant confirmed that the girl occupying the other room was her friend and the Tenant admitted that she intentionally broke the lock to the room so that her friend could occupy the room. GM says that the Tenant also confirmed that her friend accidentally broke the lock for the main entrance to the basement. At that point, GM says the Tenant ended the conversation, went back inside the rental unit and locked her door.
4. Based on the Landlord's undisputed testimony, I am satisfied on the balance of probabilities that the Tenant wilfully caused damage to the residential complex by intentionally breaking the lock to the bedroom across from the rental unit so her friend could occupy the room. GM provided testimony on this point in a detailed and consistent manner and I have no reason to disbelieve her. For this reason, the Landlord's application to terminate the tenancy must be granted.
5. **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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.**
6. For the sake of completeness, I note that the Landlords included the broken lock for the basement main entrance on the allegations included in the N7. However, based on GM's testimony, I am not satisfied that the Tenant or her guest wilfully caused damage to the basement lock. For this reason, this portion of the N7 is dismissed. However, as the broken basement was accidentally broken by the Tenant's guest, it is relevant to the Landlords' request for compensation pursuant to section 89 of the Act which is discussed below.
7. The Landlords have claimed \$150.00 for compensation pursuant to section 89 of the Act. The Landlords say they incurred these costs to repair and replace the lock to the vacant room and the lock for the basement's main entrance. GM says that she had her husband purchased replacement locks from Home Depot and conducted the lock repairs themselves. GM says that they completed these repairs after she discovered the broken

locks on January 14, 2026, and also completed these repairs a second time after she found that the Tenant had broken the locks a second time on January 21, 2026. GM says they paid \$40.00 for the replacement locks and she is claiming an additional \$110.00 for their time and effort to conduct the repairs.

8. GM provided testimony about the repairs in a detailed and consistent manner and I have no reason to disbelieve her. I believe GM when she says the Tenant and/or her guest wilfully or negligently caused undue damage to the basement main entrance lock and the vacant room lock. I believe GM when she says she and her husband had to purchase replacement locks and had to conduct repairs twice. I believe GM when she says the Landlords incurred \$150.00 for the reasonable costs of repairing and replacing the locks. For these reasons, this portion of the Landlords' application is granted.
9. The Tenant was required to pay the Landlord \$1,693.32 in daily compensation for use and occupation of the rental unit for the period from February 6, 2026, to May 19, 2026. At the hearing, the Landlord failed to provide any testimony regarding whether the Tenant has paid all of the monthly rent owing to the date of the hearing. Therefore, this order will not address the Landlord's claim for compensation, other than to order ongoing daily compensation from the hearing date until the Tenant vacates the rental unit.
10. Based on the monthly rent, the daily compensation is \$16.44. This amount is calculated as follows: \$500.00 x 12, divided by 365 days.
11. 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 tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 27, 2026.
2. If the unit is not vacated on or before May 27, 2026, then starting May 28, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 May 28, 2026.
4. The Tenant shall pay the Landlords compensation of \$16.44 per day for the use of the unit starting May 20, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlords \$150.00, which represents the reasonable costs of repairing and replacing the damaged property.
6. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlords the full amount owing on or before May 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 28, 2026 at 4.00% annually on the balance outstanding.

May 22, 2026
Date Issued

Laura Hartslief
Member, Landlord and Tenant Board

June 12, 2026
Date Amended

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 of the Tenant expires on November 28, 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.