



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-080644-25

In the matter of: Basement, 378 Crawford Avenue
Windsor ON N9A5C4

Between: Patrick Bart Landlord

And

Meighen Dindus Tenant

Patrick Bart (the 'Landlord') applied for an order to terminate the tenancy and evict Meighen Dindus (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

This application was heard by videoconference on January 21, 2026.

Only the Landlord and the Landlord's Agent, Wendy Dupont attended the hearing.

As of 1:15 p.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 that the Tenant, their occupant or their guest has either wilfully or negligently caused undue damage to the rental unit. Therefore, the Tenant shall pay to the Landlord \$3,547.16 which represents the cost the Landlord will incur to repair or replace damaged property and the cost of filing this application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 23, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served on June 23, 2025. However, the first N5 contains checked boxes that

indicate that the N5 notice is both a voidable 1st N5 notice and a non-voidable second N5 notice.

4. On August 26, 2025, the Landlord served a 2nd N5 notice of termination deemed served on August 26, 2025. The notice of termination alleges:
 - The Tenant has not complied with the requirement to pay the \$3,644.16 required to repair or replace damaged property as set out in the first N5 notice.
 - On August 16, 2025 the Tenant was yelling, screaming and swearing all night and day.
5. Section 64(2)(c) states that a 1st N5 notice “shall require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.” In other words, a 1st N5 must inform a tenant that they have 7 days to correct their behaviour, void the notice and avoid eviction.
6. Subsection 62(2)(c) of the Act states that this type of notice “shall require the tenant, within seven days...” to either repair the damage, replace the damaged property or pay to the Landlord the costs of repairing or replacing the property. If a tenant chooses to exercise any of these options within 7 days, the notice of termination is void and they avoid eviction.
7. There was no information contained in the 1st N5 notice that would have made the Tenant aware that this was a 1st voidable N5 notice. As a result, I was not satisfied that the Landlord had served a valid 1st N5 notice.
8. In the notice before me, the Landlord’s N5 notice is confusing as to whether it is a 1st, voidable N5 notice or an non-voidable 2nd N5 notice. As the notice fails to comply with the mandatory requirements of the Act, it is invalid.
9. Because the Landlord failed to serve a valid voidable N5 notice, the Landlord lacked the authority under subsection 68(1) of the Act to serve the second notice. As a result, I informed the Landlord that their application for termination of the tenancy must be dismissed.
10. The Landlord elected to proceed with the application for the claim for the costs to repair or replace property that was unduly damaged as a result of the Tenant, their occupant or their guest’s willful or negligent conduct.

Willful or Negligent Damage

11. The Landlord alleges that the Tenant, their occupant or their guest has caused the following undue damage:
 - Holes in the walls, ceilings and doors of the rental unit.
 - Spray paint on the walls and doors in the rental unit.
 - Damage to the glass portions of the Tenant’s stove.

- Damage to a closet in the rental unit caused by the improper installation of a closet railing.
12. The Landlord entered into evidence a number of photos of large holes in the walls and doors throughout the rental unit, a missing glass portion of the oven door, portions of the walls throughout the unit that appear to be spraypainted and a photo of a closet rail that had been installed by drilling holes into the ceiling of the closet.
 13. I was satisfied by the Landlord's testimony and photo evidence that the damage was undue, rising beyond the level of normal wear and tear.
 14. In the absence of any plausible explanation from the Tenant as to the cause of the damage, I am prepared to draw an inference that the damage was a result of willful or negligent conduct of the Tenant, their occupant or their guest because all of the damage was located within the rental unit
 15. The Landlord testified that she believes she will incur costs of \$3,346.16 to repair or replace the undue damage caused by the Tenant. The Landlord testified that she based this number on estimates she was able to obtain online but did not enter into evidence any estimates, quotes, invoices or prices for comparable items or for the work that needed to be completed. I was not satisfied that the Landlord has established that the amount being claimed is the reasonable cost for repairs or replacement. As the Landlord has failed to establish the actual costs they will incur, the request for this amount is denied.
 16. However, as the Landlord was successful in proving undue damage, the Landlord is entitled to a return of the cost to file this application. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Christopher Lin
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.