



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

**Citation:** 177 Bayview Drive Limited c/o Realstar Corp. v Gordon, 2026 ONLTB 46588

**Date:** 2026-06-17

**File Number:** LTB-L-009696-26

**In the matter of:** 28, 177 BAYVIEW DR  
BARRIE ON L4N4Y6

**Between:** 177 Bayview Drive Limited c/o Realstar Corp. Landlord

**And**

Nicole Gordon Tenant

177 Bayview Drive Limited c/o Realstar Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Gordon (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 and 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.

The Landlord 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 14, 2026.

Only the Landlord's agent, Dawn Rees Inglehart, and the Landlord's representative, Martin Zarnett, attended the hearing.

As of 10:10 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 and the claim for compensation in the application. Therefore, the

tenancy between the Landlord and the Tenant is terminated. The Tenant shall pay the Landlord \$27,274.09 for damage to the rental unit.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 21, 2026, the Landlord gave the Tenant an N5 notice of termination, deemed served on January 26, 2026. The notice of termination alleged that on October 8, 2025, the Landlord discovered that the kitchen cabinets, flooring, bathroom vanities, bathrooms, baseboards, shelves and walls throughout the unit had been damaged which would require \$37,412.86 to repair.
4. The Landlord's agent testified that she is the resident manager for the residential complex which is comprised of one hundred and seven (107) townhouses.
5. The Landlord produced inspection report completed on December 12, 2014 [Doc 7805199, page 1] which was completed prior to the Tenant moving into the unit on January 1, 2015. The inspection report confirms the following:
  - New flooring on the upper level
  - Main floors cleaned
  - Unit repainted
  - Six new appliances
  - New bathroom vanity
6. The Landlord's agent stated that when she inspected the unit on October 8, 2025, accompanied by the Landlord's general contractor and pest control technician, she discovered significant damage to the unit. The contractor estimated the cost to repair the damage was \$37,412.86 [Doc 7805199, pages 24-25].
7. The Landlord's agent testified as to the following damage:
  - The parquet flooring throughout the unit would have to be replaced because not only had it been scratched by the Tenant's dogs and cats, but pet urine and fecal matter was embedded therein resulting in a very strong unpleasant odour.
  - The kitchen was damaged beyond repair
  - Not only had the Tenant replaced the Landlord's bathroom vanity with their own but the bathroom was damaged beyond repair.
  - Surfaces throughout the unit were damaged by cigarette smoke [Doc 7805199, pages 4-6]
  - Extensive wall damage [Doc 7805199, pages 5-8, 10-17, 20-21, 23]
  - Handrail leading on basement stairs was loose and chipped [Doc 7805199, pages 6-8]
  - Stair carpet had been removed [Doc 7805199, page 8]

- Landlord's bathroom vanity had been removed (never found) and replace with Tenant's vanity [Doc 7805199, page 10]
  - Closet door removed [Doc 7805199, page 12]
  - Door damage (lock installed, cracked) [Doc 7805199, pages 13, 17]
  - Missing baseboard [Doc 7805199, page 13, 15-16]
  - Missing exhaust fan and cover [Doc 7805199, page 19]
  - Missing kitchen cabinet doors, chipped counter-top, dishwasher removed, Landlord's fridge removed (not found) and relaced with Tenant's fridge [Doc 7805199, page 22-23]
8. Based on the uncontested evidence before me, I am satisfied that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
  9. I am also satisfied that 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 *Residential Tenancies Act, 2006* (Act).
  10. I find that the Tenant's conduct substantially interfered with the Landlord's lawful rights, privileges and interests.

#### Compensation for damages

11. The move in inspection report [Doc 7805199, page 1] confirms that the unit has been freshly painted, contained new upper-level flooring, a new bathroom vanity and six new appliances when the Tenant moved into the unit on January 1, 2015. The photographs of the unit taken on October 8, 2025 [Doc 7805199, pages 4-23] show a much different picture. In my view, the state of the unit and damage goes beyond normal wear and tear.
12. The Landlord's agent stated that the clutter in the unit made it impossible to determine the full extent of damage to the unit. It is evident, however, from the photographs, that there will be extensive work required to bring the unit into a state of good repair as well as replace missing items (i.e. closet door, carpet, fridge and bathroom vanity).
13. The Landlord produced an estimate to repair the unit and replace missing or damaged property. The estimate total is \$37,412.86. The Landlord, however, is not claiming \$1,000.00 for electrical work set out in the invoice.
14. With respect to the upstairs bathroom, neither the photographs nor the Landlord's agent identify any issues with the toilet, vanity light or curtain rod such that they would need to be replaced. The invoice does not identify what bathroom accessories consists of. As such, I find it appropriate to reduce the amount claimed for bathroom on the invoice from \$1,500.00 to \$1,000.00.

15. Given that the Landlord's agent confirmed there was not damage to the bathtub or tiles around the bathtub, the claim of \$3,213.00 for the tub and surround is denied.
16. The Landlord's representative submitted that the total amount claimed should further be reduced by fifteen per cent (15%) to account for betterment. I am satisfied that a fifteen per cent (15%) reduction for betterment is appropriate in the circumstances.
17. I find that the Landlord will incur reasonable costs of \$27,274.09 to repair the damage and replace property that was damaged and cannot be repaired. That amount is comprised as follows:

|                       |                    |
|-----------------------|--------------------|
| Invoice total:        | \$33,108.72        |
| Minus: electrical:    | \$ 1,000.00        |
| bathroom:             | \$ 500.00          |
| tub and surround:     | <u>\$ 3,213.00</u> |
| Subtotal:             | \$28,395.72        |
| Minus 15% betterment: | <u>\$ 4,259.36</u> |
| Subtotal:             | \$24,136.36        |
| Plus 13% HST:         | <u>\$ 3,137.73</u> |
| Final total:          | <u>\$27,274.09</u> |

#### Daily Compensation and Last Month's Rent Deposit

18. The Tenant was required to pay the Landlord \$5,522.70 in daily compensation for use and occupation of the rental unit for the period from February 22, 2026 to May 14, 2026.
19. Based on the monthly rent, the daily compensation is \$67.35. This amount is calculated as follows: \$2,048.51 x 12, divided by 365 days.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord collected a rent deposit of \$2,048.51 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.79 is owing to the Tenant for the period from January 1, 2026 to May 14, 2026.
22. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

#### Relief from eviction

23. 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. The Landlord's representative stated that enforcement proceedings are already underway with respect to order LTB-L-001556-26-SA (i.e. a non-voidable order terminating the tenancy). The Tenant did not attend the hearing to provide evidence of their circumstances.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 28, 2026.
2. If the unit is not vacated on or before June 28, 2026, then starting June 29, 2026, the Landlord 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 June 29, 2026.
4. The Tenant shall pay to the Landlord \$5,522.70, less any amount paid for rent since February 22, 2026, which represents compensation for the use of the unit from February 22, 2026 to May 14, 2026.
5. The Tenant shall also pay the Landlord compensation of \$67.35 per day for the use of the unit starting May 15, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$27,274.09, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,064.30 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

**June 17, 2026**  
**Date Issued**

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Karen Gonçalves  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 29, 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.