



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

Citation: Gabany v Walker, 2026 ONLTB 47823

Date: 2026-06-19

File Number: LTB-L-014070-26

In the matter of: 2, 14 Park Street
Welland ON L3B4M2

Between: Philip Gabany Landlord

And

Kristen Emily Walker Tenant

Philip Gabany (the 'Landlord') applied for an order to terminate the tenancy and evict Kristen Emily Walker (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

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

Philip Gabany (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 June 2, 2026.

Only the Landlord attended the hearing.

As of 9:58 AM, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on April 7, 2026.
4. On February 2, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that the Tenant damaged the rental unit, there was a noise nuisance, dog bite and yard maintenance. In particular, the Landlord noted that during an inspection they noticed that 30 square feet of vinyl plank flooring was removed, two screens torn and the weatherstripping around the entrance door was damaged. The Landlord also noted noise disturbances between 11 pm and 7 am, banging, yelling, punching of the walls and slamming doors. On another date, the Tenant's dog was out of the unit unleashed and aggressive toward another dog resulting in the Tenant's dog biting the other tenant's dog. With respect to the yard, it was noted that the Tenant's garbage and recycling remain piled up on the backyard.
5. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The damages in the unit remained damaged, and no compensation was provided to allow for repairs to be completed. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. 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).
7. The Tenant was required to pay the Landlord \$1,696.35 in daily compensation for use and occupation of the rental unit for the period from February 24, 2026 to April 7, 2026.
8. Based on the monthly rent, the daily compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$60.86 is owing to the Tenant for the period from January 16, 2024 to April 7, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
12. 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. As noted above, the damage relates to the residential unit vinyl flooring, weatherstripping and screens.

13. The Landlord estimated they will incur reasonable costs of \$1,500.00 to repair the damage and/or replace property that was damaged and cannot be repaired.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 7, 2026.
2. The Tenant shall pay to the Landlord \$1,696.35, which represents compensation for the use of the unit from February 24, 2026 to April 7, 2026.
3. The Tenant shall pay to the Landlord \$1,500.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$1,260.86 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.
6. The total amount the Tenant must pay the Landlord is \$2,121.49.
7. 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 19, 2026
Date Issued

Jeanie Theoharis
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.

