



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

File Number: LTB-L-020645-26

In the matter of: 13 LANTERNLIGHT LANE
BRAMPTON ON L7A0T3

Between: SAMRENDRA KISHORE Landlord

And

RENNEL A SMITH Tenant
KRYSTAL PITTERS

SAMRENDRA KISHORE (the 'Landlord') applied for an order to terminate the tenancy and evict RENNEL A SMITH and KRYSTAL PITTERS (the 'Tenant') because:

- 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 applied for an order requiring RENNEL A SMITH and KRYSTAL PITTERS (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 17, 2026.

Only the Landlord's agent, Neeraj Dhiman, and the Landlord, attended the hearing.

As of 9:26 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 is terminated effective July 5, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On January 6, 2026, the Landlord gave the Tenant a first, voidable N5 notice of termination. That the tenant or someone visiting the tenant willfully or negligently damaged the rental unit with costs of \$15,000.00. As the Tenant did not remedy the conduct within the prescribed period, the Landlord was entitled to serve a second, non-voidable N5 notice pursuant to section 68 of the *Residential Tenancies Act, 2006* (the "Act").
4. On February 16, 2026, the Landlord served the Tenant with a second, non-voidable N5 notice of termination. The notice of termination contains the following allegations: On September 7, 2025, the Landlord's agent attended the rental unit and observed extensive damage, estimated at approximately \$15,000.00.
5. The Landlord's agent, Neeraj Dhiman testified that he provided proper notice of entry for September 7, 2025. Upon attending the unit, he observed significant damage including:
 - A broken backyard step
 - Damage to three kitchen cupboards and the cabinet beneath the sink
 - Two damaged bathroom vanities with broken doors
 - Three missing closet doors
 - Damage to laminate flooring throughout the unit
 - Six missing window screens
 - Damaged window opening mechanisms
6. The Landlord obtained a repair estimate of \$15,000.00 from FAIQ Services Ltd. The Landlord submitted that this amount represents a preliminary estimate and that actual repair costs may exceed this figure. The Landlord also filed eight colour photographs in evidence depicting the damage within the rental unit.
7. I find that the Tenant, or persons permitted in the residential complex by the Tenant, wilfully or negligently caused undue damage to the rental unit. The nature, extent, and volume of the damage—particularly the missing fixtures, broken cabinetry, and widespread flooring damage—support a finding that the damage was not the result of ordinary wear and tear but arose from negligent or deliberate conduct.

Daily compensation, NSF charges, rent deposit

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

9. I am satisfied, based on the uncontested documentary and testimonial evidence, that the Tenant, an occupant of the rental unit, or a person permitted by the Tenant, wilfully or negligently caused undue damage to the rental unit as described above.
10. The Landlord will incur reasonable costs in the amount of \$15,000.00 to repair the damage and replace property that cannot be repaired. I find this amount to be reasonable based on the estimate and supporting evidence filed with the Board.

Relief from eviction

11. 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.

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 July 5, 2026.
2. If the unit is not vacated on or before July 5, 2026, then starting July 6, 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 July 6, 2026.
4. The Tenant shall pay to the Landlord \$15,000.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$15,186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.

June 24, 2026

Date Issued

Teresa Hunt

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 January 6, 2027 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.