



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

File Number: LTB-L-045347-26

In the matter of: 2, 58 ELGIN STREET
BELLEVILLE ON K8P4B2

Between: Roger Taylor
1642648 Ontario Inc Landlord

And

Terry Denison
Stephen Pringle Tenant

Roger Taylor and 1642648 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Terry Denison and Stephen Pringle (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

Roger Taylor and 1642648 Ontario Inc (the 'Landlord') also applied for an order requiring Terry Denison and Stephen Pringle (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 first-named Landlord attended the hearing.

As of 9:31 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. Therefore, the tenancy is terminated as of July 6, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Wilful or Negligent Damage

3. On April 6, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served on April 6, 2026. The notice of termination contains the following allegations:
 - On January 10, 2026, the living room window was smashed from the inside of the rental unit by the tenant or someone visiting.
 - The Tenant installed a lock on the refrigerator door and a lock on the freezer door compromising the integrity of the unit.

Broken Window

4. The Landlord testified that a double panel sliding window measuring approximately 2 feet by 3 feet was smashed from the inside of the unit on or about January 10, 2026. The Tenant was not present to dispute this. The Landlord testified that he incurred a cost of \$333.14 to replace the window.
5. Based on the Landlord's uncontested testimony, I find that the Tenant, or someone visiting or living with the Tenant, has negligently or wilfully damaged the rental unit by breaking the window from inside the unit.

Refrigerator Damage

6. The Landlord testified that the Tenant drilled holes into the door of the fridge and freezer and placed locks on both. The fridge and freezer still function, but there was damage sustained to the exterior. The Landlord claimed \$737.86 to repair/replace the fridge.
7. Based on the Landlord's uncontested testimony, I find that the Tenant, or someone visiting or living with the Tenant, has negligently or wilfully damaged the rental unit.
8. Based on the testimony of the Landlord, 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).

Compensation for damages

9. The Landlord claimed a total of \$1,071.00 for the damages to the window and the fridge. I am satisfied that the Landlord incurred a replacement cost of \$333.14 for the smashed window which had already been repaired as of the date of the hearing. I am satisfied that expense claimed by the Landlord is reasonable.
10. The 4-year-old fridge is still functioning and did not need to be replaced but suffered damage to the exterior that was not as a result of normal wear and tear. Although there appears to be some superficial damage that will render the refrigerator less appealing to a future tenant, and may require replacement, I am not satisfied that the claim for the replacement value of a new fridge is reasonable in these circumstances. The Landlord failed to provide any

submissions showing that they sought out any repair quotes, or replacement with a used refrigerator, which may result in a lower cost to the Landlord.

11. As such, I am reducing the amount claimed for the fridge to \$300.00.
12. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,343.65 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$12.83 is owing to the Tenant for the period from January 2, 2026.
14. 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

15. 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 was not aware of any reasons to delay or deny eviction. The Tenant did not attend the hearing to present any circumstances to warrant delaying or denying eviction.

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 6, 2026.
2. If the unit is not vacated on or before July 6, 2026, then on July 7, 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 7, 2026.
4. The Tenant shall pay to the Landlord \$834.14, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
6. The Landlord owes \$1,356.48 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.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$522.34.
8. The Tenant shall also pay the Landlord compensation of \$44.17 per day for the use of the unit starting July 7, 2026, until the date the Tenant moves out of the unit.

June 25, 2026
Date Issued

Leanne Briscoe
Member, Landlord and Tenant Board

Robert Brown
Vice Chair, 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 7, 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.