



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

File Number: LTB-L-040401-25

In the matter of: 317, 10 DEERLICK CRT
NORTH YORK ON M3A0A7

Between: CONSULT PRO INC Landlord

And

CHRISTOPHER SPENCER Tenant

CONSULT PRO INC (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTOPHER SPENCER (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 Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord 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 22, 2026.

Only the Landlord's Agent, Jerald Freise, attended the hearing.

As of 9:42 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 the claim for compensation in the application. Therefore, the Tenant shall pay the Landlord \$1,971.40.
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 September 8, 2025. As such, the N8 portion of the L2 application is dismissed.
4. Further, there was no information provided on the L2 application regarding the substantial interference allegations raised in the N5 Notice. As such, these allegations were not heard at the hearing.

N5 Notice of Termination - Wilful or Negligent Damage

5. On April 17, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on April 22, 2025. The notice of termination contains the allegation that the Tenant caused damage to the elevator in the residential complex.
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 Landlord provided into evidence a letter from the residential complex's property manager, as well as an invoice from Premier Elevator in the amount of \$1,785.40. Both of these documents indicated that the Tenant caused damage to the ceiling of the elevator.
8. The Landlord testified that the damage was caused by the Tenant when he attempted to move sofas in the elevator.
9. I find that, on a balance of probabilities, 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.
10. The Landlord has incurred reasonable costs of \$1,785.40 to repair the damage.

Compensation

11. As the Tenant was evicted under an L1 application (LTB-L-026664-25), daily compensation and the rent deposit have already been addressed.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of September 8, 2025.

2. The Tenant shall pay to the Landlord \$1,785.40, which represents the reasonable costs of repairing the damage.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$1,971.40.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Curtis Smith
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.