Order under Section 69 / 89
Residential Tenancies Act, 2006

File Number: LTB-L-021210-26

In the matter of: 14 COMBERMERE DR
NORTH YORK ON M3A2W3

Between: IULIA GEORGETA SACA — Landlords
VALERIU FLORIN SACA

And

KEISHA PRINCE — Tenant
OMAR PRINCE

IULIA GEORGETA SACA and VALERIU FLORIN SACA (the 'Landlord') applied for an order to terminate the tenancy and evict KEISHA PRINCE and OMAR PRINCE (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 Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord will incur to repair or replace undue damage to property.

This application was heard by videoconference on June 30, 2026. The Landlords, and the Tenant, Keisha Prince, attended the hearing.

Preliminary Issues:

1. Although the Landlords' Certificate of Service is unsigned, I accepted it as valid based on the Tenant's confirmation that she received the notice of termination on February 23, 2026.

2. The Landlord requested an order for costs of $5,395.00 to repair and replace property that was damaged and cannot be repaired. However, with no supporting documentation such as an invoice or estimates, the Landlord has not proven their claim.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.

2. On February 23, 2026, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of March 16,

2026. The Landlords alleged in the notice of termination that on February 21, 2026, they observed that the Tenant caused damage to multiple areas of the rental unit.

3. Section 64(3) of the *Residential Tenancies Act, 2006* ('the Act') provides that a first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the 7-day voiding period ran from February 24, 2026, to March 2, 2026.

4. The Landlords testified that a further inspection of the rental unit on March 5, 2026, revealed that the Tenant had not yet rectified the damage.

5. Based on the submissions of the parties, I am 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 Act.

6. The parties agreed that the Tenant repaired the damaged bedroom door in the basement, the faucet knob, and the closet doors. The following issues were outstanding:

Basement living room ceiling

7. The Landlord alleged that the Tenant caused damage to three areas in the ceiling and attempted to cover it up with vents that the Tenant installed. The Landlord presented pictures of three vents one of which showed damage on the outer part as well as what looked like a huge hole through the vent openings. The Tenant denied the allegation and claimed that the HVAC technicians who attended the unit to install a furnace the year prior, also installed the vents. The Tenant also claimed that one of the vents dropped, and she informed the Landlords before placing it back.

8. I questioned the Tenant about the picture which showed visible damage that was not completely covered by the vent. The Tenant had no reasonable explanation for the damage and could not provide proof that she sent a message to the Landlord informing them that any vent fell out of place. I find it more likely than not that the damage covered by the vent in that picture could not have been caused by HVAC repairs, and the Landlord would have been aware had they installed vents in the ceiling. As a result, I am satisfied that the Tenant damaged the ceiling and sought to conceal it with the vents. The Tenant will be ordered to remove the vents and fix the damage they caused.

Damaged Pot Lights

9. The Tenant denied causing damage to the area around the pot light in the basement and maintained that the damage was caused by the dishwasher in the upper floor which had leaked on many occasions.

10. I rejected the Tenant's assertions because the nature of the damage is consistent with the area having been directly struck by an object from below. I find on a balance of probabilities that the Tenant, an occupant or someone she permitted in the unit caused the damage. The Tenant will be ordered to repair the damaged area.

Damaged Railing

11. The Landlord stated that the Tenant tried to fix the dents caused to the basement railing but did not complete the repairs. The Tenant claimed that the damage was probably caused by contractors who attended the unit at various times to carry out repairs.

12. Apart from the fact that the dents are not consistent with the Tenant's explanation, the evidence demonstrates that the Tenant attempted to repair the damage. I find it unlikely that the Tenant would do so were she not responsible for causing it. Therefore, I find that the Tenant caused the damage and must repair it.

Basement Screen Door

13. The Landlord testified that the Tenant caused damage to both the door frame, and the pneumatic door closer. The Landlord presented a picture showing a missing and broken part of the door. The Tenant claimed that she informed the Landlord that the screen door would not lock but no documentary evidence was provided to support the Tenant's assertions.

14. The Tenant further claimed that while the pneumatic door closer was damaged during a windstorm, she would have it replaced but the damaged door should be the Landlord's responsibility.

15. Based on all the evidence, while I am not satisfied on a balance of probabilities that the Tenant caused the damage to the door, the Tenant's offer to have it repaired suggests that she shares some responsibility for the damage. The Tenant will be ordered to replace the pneumatic door closer only.

Missing DVR and 15" Monitor

16. The parties agreed that the DVR and monitor was made available to the Landlords at the inspection on March 5, 2026. While the Landlords claimed that it was no longer operable, the Tenant asserted that it was. In any event, this is not wilful or negligent damage caused to the rental unit or the residential complex as contemplated by section 89 (1) of the Act.

Light Covering in Kitchen

17. The Tenant offered to replace the light covering in the kitchen and stated that she had been searching for the right size. The Tenant offered to pay the Landlord's the replacement cost of $85.00 which they requested.

Master Bedroom Blinds

18. The Tenant acknowledged that she removed the blinds from the master bedroom and will be ordered to replace them.

Kitchen Window Blinds

19. The Tenant disputed the Landlord's assertions that two of the blinds were damaged from the heat from a toaster but offered to pay the Landlord's requested cost of $60.00 for both.

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 $2,674.00 from the Tenant and this deposit is still being held by the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. For the remainder of the tenancy, the Tenant, another occupant of the rental unit or someone the Tenant permits in the residential complex shall not wilfully or negligently cause any damage to the rental unit.

3. On or before September 20, 2026, the Tenant shall repair or replace the following:

    a. remove the three vents in the basement ceiling and repair the damaged areas;
    b. area surrounding the pot light in the basement;
    c. basement railing;
    d. basement pneumatic door;
    e. basement kitchen light covering or pay $85.00 to the Landlord as proposed;
    f. master bedroom blinds; and
    g. kitchen window blinds or pay $60.00 to the Landlord as proposed

4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

5. The Tenant shall pay to the Landlord $186.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

July 17, 2026
Date Issued

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Jitewa Edu
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.