



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

**Citation:** HOMESTEAD LAND HOLDINGDS LIMITED v Williams, 2024 ONLTB 62097

**Date:** 2024-08-29

**File Number:** LTB-L-003808-24

**In the matter of:** 307, 205 QUEEN MARY DR  
OAKVILLE ON L6K3K8

**Between:** HOMESTEAD LAND HOLDINGDS LIMITED Landlord

**And**

Deanna Williams Tenant

HOMESTEAD LAND HOLDINGDS LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Deanna Williams (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

HOMESTEAD LAND HOLDINGDS LIMITED (the 'Landlord') also applied for an order requiring Deanna Williams (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 August 14, 2024.

Only the Landlord's legal representative Tanya Rose attended the hearing.

As of 10:14 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.

**It is determined that:**

1. As explained below, the Landlord has proven on a balance of probabilities the claim for damages. Therefore, the Tenant shall pay to the Landlord \$2,706.35 which represents the cost to replace the damaged door.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. At the outset of the hearing, the Landlord's representative made submissions that the Tenant vacated the rental unit on July 25, 2024, and accordingly, the Landlord's request for termination of the tenancy is moot.
4. The hearing proceeded only on the Landlord's claim for damages under s. 89 of the Act.

Compensation for Damages

5. The Landlord's representative Tanya Rose (TR) is a licensee and also a full-time employee of the Landlord.
6. TR gave evidence that on October 31, 2023, workers from the Children's Aid Society (CAS) and the municipal police attended at the Landlord's rental office requesting access to the Tenant's rental unit as they had just come from the Tenant's unit after knocking unsuccessfully.
7. TR testified that the Tenant was called from the Landlord's office and the Tenant answered replying that they were at home on the couch.
8. TR's evidence is that police and CAS then re-attended at the Tenant's rental unit and once there, they discovered the Tenant was not at home. Police broke down the door of the rental unit due to concerns for child safety.
9. TR also testified that the Tenant had changed the locks to the rental unit and the Landlord was not able to provide access to the rental unit to avoid the door being broken down.
10. TR testified that despite not being personally present for the incident, she relied upon an incident report from October 31, 2023, which was tendered in evidence corroborating her testimony of the events.
11. A letter to the Tenant dated November 22, 2023, attaching an invoice for replacement of the door was also entered in evidence. The invoice is dated November 20, 2023, in the amount of \$2,706.35.

Analysis

12. The Landlord seeks damages under s. 89 of the Act which provides:

**89** (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 21 (1) of Schedule 4 to the *Protecting Tenants and Strengthening Community Housing Act, 2020* comes into force. 2020, c. 16, Sched. 4, s. 21 (1).

13. In this matter, I find that as a result of the Tenant changing the locks to the rental unit, this precluded the Landlord from providing entry to CAS and police which would have prevented damage to the door. In this regard, the Tenant negligently caused the undue damage.

14. Further, I also find that the Tenant advising CAS and police that she was at home when she was not further contributed to the door being broken and therefore, the Tenant negligently caused undue damage.
15. Accordingly, I find that the Tenant negligently caused undue damage to the door of the rental unit and the Landlord incurred reasonable out of pocket expenses to replace the door in the amount of \$2,706.35.

Costs

16. 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 Tenant shall pay to the Landlord \$2,706.35, which represents the reasonable costs of replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant owes the Landlord is \$2,892.35.
4. If the Tenant does not pay the Landlord the full amount owing on or before September 9, 2024, the Tenant will start to owe interest. This will be simple interest calculated from September 10, 2024 at 7.00% annually on the balance outstanding.

**August 29, 2024**  
**Date Issued**

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Kyle McGraw  
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.