



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

Citation: 2211614 ONTARIO INC v ANTONI, 2025 ONLTB 97692

Date: 2026-01-08

File Number: LTB-L-059418-25

In the matter of: 205, 35 GULLIVER RD
NORTH YORK ON M6M2M3

Between: 2211614 ONTARIO INC Landlord

And

CAROL ANTONI Tenant

2211614 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict CAROL ANTONI (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 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 December 11, 2025.

The Landlord's agent, Gilbert Gbego Tossa, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Wilful or Negligent Damage

3. On August 9, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant has wilfully or negligently caused damage to the rental unit door on August 31, 2024

Evidence:

4. Mr. Tossa testified about an incident on August 31, 2024, at approximately 9:00 p.m. involving attendance by medical responders and the fire department at the Tenant's rental unit. He testified that responders knocked, the Tenant did not answer, and residents in nearby units came into the hallway due to the noise. He testified that entry was ultimately forced by breaking the door, and that the Tenant was inside the unit when responders entered. He testified that the Tenant did not respond to knocking before entry was forced, and that the door was damaged as a result.
5. Mr. Tossa stated that the building superintendent was in the building that day. He stated that he does not know who made the 911 call, why emergency services attended, or what the Tenant's medical condition was at the time. He testified that emergency responders did not request a master key from the superintendent or building staff on August 31, 2024, and that the responders would not discuss the circumstances with him
6. The Tenant testified that on August 31, 2024, one of her friends became concerned about the Tenant's welfare and contacted police to request a wellness check. The Tenant testified that she obtained a Toronto Police Service report and provided it to the Board. The report indicates that on August 31, 2024, the Tenant's friend contacted the police and reported that the Tenant was in mental distress.
7. The Tenant testified that, at the time of the attendance, she was inside the unit watching television with the air conditioning running loudly. She stated that she was in the bedroom at the rear of the unit with a window air conditioner running at full blast, with a fan on, and with a radio playing. The Tenant testified that she did not hear anyone knocking and did not receive any telephone call. The Tenant testified that she did not ask or instruct her friend to contact police. She stated that the friend acted independently out of concern.

Law and Analysis:

8. The Landlord's N5 notice was served pursuant to sections 62 of the *Residential Tenancies Act, 2006* (the 'Act')
9. Section 62 of the Act states:

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex

[emphasis added]

10. While I am satisfied that the damage to the door is extensive, and hence undue, I must also determine whether it was caused by “the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex”.
11. In TEL-87419-18 (Re), the Board considered the issue of damage caused by the police who conducted a “no knock” warrant at the rental unit and damage stemmed from their presence. I agree with the analysis in that matter where the presiding member states

“14. . . . On a plain review of the facts before me, it is clear that neither the Tenant nor the occupant caused the damage to the door. The Tenant and the occupant were inside the unit, they were presumably unaware that the police were at the door, and they were not involved when the police caused the damage. What really happened is that a third party, namely the police officers, caused damage to the door.

15. In order for me to find that the Tenant is liable for the compensation contemplated under section 89, I need to conclude that the legislature intended to include “third parties” in the list of people who trigger the Tenant’s liability under this section.

16. Based on a plain reading of the Act, I simply cannot stretch the legislation to read in the language the Landlord is requesting. The rule of “implied exclusion” is a well-established rule of statutory interpretation which states:

...whenever the legislature sets out some but not all members of a category or class, or mentions some things but fails to mention others that are comparable...if the legislature had intended to include all possible members or things, it would have mentioned them all or described them using general terms; it would not have mentioned one or some while saying nothing of the others, for that would be irrational and disorderly. Legislation is supposed to be drafted in a coherent and orderly way. It thus follows from sound drafting practice that a partial enumeration of like things is meant to be exhaustive, and anything left off the list is by implication meant to be excluded. [Sullivan, Ruth. Essentials of Canadian Law Statutory Interpretation, (Irwin Law, 1997)]

17. This means that, had the legislature intended to capture the actions of third parties in the list of “the tenant, another occupant or a person whom the tenant permits in the residential complex” outlined in section 89, it would have specifically listed “third parties” in that section.

18. Based on the evidence before me and a plain meaning interpretation of the Act, I do not find that the Tenant, the occupant or a guest of one of them willfully or negligently caused undue damage to the rental unit. This portion of the Landlord’s application is dismissed.”

12. In this matter, the evidence is that the door was damaged when emergency responders forced entry. On the record before me, those responders were not occupants or guests of the Tenant, and they were not persons whom the Tenant permitted in the residential

complex. Accordingly, the Tenant cannot be held liable for their actions under section 62 of the Act.

13. Further, there is insufficient evidence about the circumstances leading to forced entry, including why a key was not requested from the superintendent before entry was forced. There is also no evidence that the Tenant tampered with the door lock system. The Landlord's evidence indicates that two months prior to this incident the superintendent was able to open the unit door from the outside with a key. In these circumstances, I find the Landlord has not proven, on a balance of probabilities, that the Tenant, an occupant, or a guest wilfully or negligently caused undue damage to the rental unit door
14. Therefore, this portion of the application is dismissed.

Compensation for damages

15. The Landlord also seeks an order requiring the Tenant to pay the Landlord's reasonable out of pocket costs in the total amount of \$2,963.99, representing costs the Landlord has incurred, or will incur, to repair or replace the damaged door.
16. For the reasons set out above, I find that the Landlord has not proven that 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 the residential complex.
17. Therefore, the Landlord has not proven any of the allegations in the L2 application.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.