



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

File Number: LTB-L-067974-25

In the matter of: C, 107 SLAN AVE
SCARBOROUGH ON M1G3B5

Between: Circle Community LandTrust Landlord

And

Joseph Tavares Tenant

Circle Community LandTrust (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Tavares (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

Circle Community LandTrust (the 'Landlord') also applied for an order requiring Joseph Tavares (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 November 20, 2025.

The Landlord's Legal Representative Hunter Stone and the Tenant's Legal Representative Kevin Laforest attended the hearing.

Determinations:

The Application is Premature

1. At the hearing the Landlord's Legal Representative confirmed that the N6 and N7 were served on the Tenant via mail and were mailed to the Tenant on August 14, 2025. Therefore, they are deemed served August 19, 2025 as documents are deemed served 5 days after mailing.
2. The Landlord's L2 Application was filed on August 15, 2025 and was based on the N6 and N7 Notice(s) of termination. Therefore, as the notices were not deemed served on the Tenant at the time the L2 was filed, the L2 is premature.
3. The Landlord's Legal Representative did not indicate that they wished to proceed on the damages claim on the L2 alone. Therefore, the Landlord's Application shall be dismissed.

It is ordered that:

1. The Landlord's Application is dismissed.

January 6, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

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