



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

File Number: LTB-L-040887-25

In the matter of: 245, 3680 KEELE ST
NORTH YORK ON M3J1M2

Between: Toronto Community Housing Corporation Landlord

And

Conrad Roberto Matthews Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Conrad Roberto Matthews (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Conrad Roberto Matthews (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 18, 2025.

Only the Landlord's Legal Representative, Jessica Fletcher; the Landlord's Witnesses, Ken Tooby, James Tuzan and Josue Ramos 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 termination of the tenancy and the claim for compensation in the application. However, as per the Landlord's request, I find it would not be unfair to grant relief from eviction subject

to the conditions set out below. The Tenant shall also pay to the Landlord \$591.18 for the cost to repair property that was willfully damaged by the Tenant's occupant or guest.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 1, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on May 6, 2025. The notice of termination alleges that an occupant or guest invited to the residential complex by the Tenant willfully damaged the fire extinguisher cabinet in the residential complex.
4. The Landlord's Witness, Ken Tooby ('KT'), a community safety advisor for the Landlord, testified that on February 16, 2025, he reviewed CCTV footage of the Tenant's occupant or guest, Breanna George ('BG') smashing a fire hose cabinet within the residential complex. The Landlord entered into evidence a video of BG exiting the Tenant's rental unit and smashing the fire hose cabinet.
5. Josue Ramos ('JR'), a police constable with Toronto Police Services testified that on February 16, 2025 he attended the building in response to complaints about an individual yelling and breaking the fire hose cabinet. He testified that he reviewed the Landlord's CCTV footage and observed that the Tenant's occupant or guest had emerged from the Tenant's unit and subsequently smashed the fire hose cabinet causing the glass on the door to shatter.
6. I am satisfied on a balance of probabilities that the Tenant's occupant or guest caused willful undue damage to the fire hose cabinet, and the Tenant did not repair the damage or 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 incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord submits they incurred costs of \$591.18 to repair the damage caused by the Tenant's occupant or guest. The Landlord submitted into evidence an invoice from Universal Cleaning and Painting dated February 26, 2025 in the amount of \$194.36 to clean the shattered glass. The Landlord also entered into evidence an invoice from Oak Ridge Building Solutions in the amount of \$396.82 to replace the glass of the fire hose cabinet.
10. Section 89 of the Act states that "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 the damaged property..."
11. Based on the uncontested evidence before me, I find that the Landlord has incurred reasonable costs of \$591.18 to repair the damage property that was damaged and cannot be repaired.

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
13. At the hearing, the Landlord sought a conditional order granting relief from eviction subject to the conditions set out below.
14. The Landlord's Legal Representative submitted that the Tenant has been residing in the unit, which is a rent-geared-to-income unit since October 2020.
15. Based on the uncontested request of the Landlord, I find that it would not be unfair to grant relief from eviction subject to the conditions below.

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 duration of the tenancy, the Tenant shall ensure that neither they nor their occupants or guests willfully or negligently cause undue damage to the rental unit or the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$591.18, which represents the reasonable costs of repairing the damage.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$777.18.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Christopher Lin
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on July 20, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.