



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

**File Number:** LTB-L-064274-25

**In the matter of:** 10, 76 BARTLEY DR  
NORTH YORK ON M4A1C4

**Between:** Voula Boutzios Landlord

**And**

Emily Lauzon Tenant

Voula Boutzios (the 'Landlord') applied for an order to terminate the tenancy and evict Emily Lauzon (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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.

Voula Boutzios (the 'Landlord') also applied for an order requiring Emily Lauzon (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 6, 2025.

The Landlord's Agent, Helen Boutzios, the Landlord's Legal Representative, Lorrie McCullough, and the Tenant attended the hearing.

**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 explained below I have determined that a conditional order for the payment of damages is appropriate in the circumstances.

2. The Tenant was in possession of the rental unit on the date the application was filed.

**N5 Notice of Termination – Substantial Interference**

3. On July 7, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
  - a) On May 8, 2025, the Tenant's child was throwing debris from the parking lot at the windows on the west side of the building; and
  - b) On June 18, 19 and 24, 2025, the Tenant's children were using the door mat at the front entrance of the building to prevent the door from closing.
4. The N5 Notice was served under s. 64 of the *Residential Tenancies Act, 2006* (the 'Act'). Under s.64(3), if the Tenant stops or does not continue the conduct alleged in the N5 during the seven-day period after the N5 is given to the Tenant, the Tenant has voided the N5 notice:

**64(1)** A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

(2) A notice of termination under subsection (1) shall,

- (a) provide a termination date not earlier than the 20th day after the notice is given;
- (b) set out the grounds for termination; and
- (c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

5. In this case, I find that the Tenant stopped the conduct or activity within seven days after receiving the N5 notice of termination (July 8-14, 2025) as it relates to the substantial interference allegations.
6. The Landlord provided photographic and video evidence of the activities that composed the allegations of substantial interference in the N5 Notice (from May & June 2025).
7. The Landlord also provided photographic and video evidence of alleged further breaches in relation to door security by the Tenant's children on August 3 & 30, 2025 and September 7 & 8, 2025.

8. However, the Landlord did not provide any photographic or video evidence of further breaches of any kind during the voiding period of July 8-14, 2025. The Landlord's Agent testified that the breaches did continue during this period, but that they had not been submitted as evidence for this proceeding.
9. I find it troubling that evidence of these alleged breaches during the voiding period was not submitted. The Landlord clearly has the technological capability to capture and submit photographic and video evidence, as they clearly demonstrated in this case.
10. Given that no evidence other than the Landlord's assertions was provided of breaches during the voiding period, on a balance of probabilities I find that the substantial interference allegations from the N5 were voided. As such, these allegations are dismissed.

#### **N5 Notice of Termination - Wilful or Negligent Damage**

11. On July 7, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
  - a) During a unit inspection of March 19, 2025, it was noted that an interior bedroom window was broken and 3 window screens were missing; and
  - b) On June 24, 2025, the Tenant's child kicked the cast wire glass window (the 'wire window') at the back door of the building and broke it;
12. The damages for both incidents totalled \$771.70 (\$666.70 for the wire window, \$105.00 for the bedroom window and window screens).
13. The Landlord provided photographic and video evidence of the Tenant's child breaking the wire window on June 24, 2025 and a copy of the receipt for the wire window's replacement (in the amount of \$666.70), with the balance paid in full on July 2, 2025.
14. The Tenant acknowledged that her child broke the wire window and accepted responsibility. She testified that she did not pay the costs to replace the wire window, as the Landlord refused to provide a copy of the receipt/invoice for the repairs. She indicated that the first time she saw a receipt for the wire window repair was in the Landlord's evidence for this matter served on her on October 27, 2025.
15. The Landlord provided photographic evidence of the broken bedroom window and missing window screens, as well as an invoice for their repair and replacement (in the amount of \$105.00).
16. The Tenant submitted that the Landlord was estopped from pursuing a claim for this broken window and missing window screens, as these had already been addressed in a previous LTB file (LTB-L-036579-24).
17. LTB-L-036579-24 does appear to have mention of broken windows and missing window screens in the rental unit. I note that this matter was adjourned on consent on November 20, 2024 and does not appear to have a follow-on hearing date booked.

18. Given that there has not been a final determination on the matter of the broken bedroom window and window screens, I am not estopped from dealing with this issue.
19. The Tenant did not dispute that the window was broken and the screens were missing.
20. 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 *Residential Tenancies Act, 2006* (Act).
21. Based on the uncontested evidence before the Board and on a balance of probabilities, I am satisfied that the Tenant has wilfully or negligently caused undue damage to the rental unit. I am also satisfied that the amounts claimed by the Landlord is the reasonable cost to repair or replace the damaged property. The Tenant is ordered to reimburse the Landlord \$771.70.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

### **Relief from eviction**

23. The Tenant testified that there are three children and two adults living in the rental unit and that they have no reasonable prospect of finding a new place to live in the immediate future.
24. The Landlord is seeking reimbursement for the damages and eviction on the basis of the damages and the substantial interference.
25. Given that I have dismissed the substantial interference allegations in the N5 and that the remaining issue is reimbursement for damages, I find it fair to allow the Tenant time to pay the damages.
26. Based on the submissions, 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.

### **It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord is \$771.70, which represents the reasonable costs of replacing the damaged property.

3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

| Payment Date      | Payment Amount |
|-------------------|----------------|
| February 15, 2026 | \$150.00       |
| March 15, 2026    | \$150.00       |
| April 15, 2026    | \$150.00       |
| May 15, 2026      | \$150.00       |
| June 15, 2026     | \$171.70       |

4. If the Tenant fails to comply with the conditions set out in paragraph 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 also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the \$186.00 on or before July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026 at 4.00% annually on the balance outstanding.

**January 6, 2026**  
**Date Issued**

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Curtis Smith  
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.