



Order under Section 69 Residential Tenancies Act, 2006

Citation: 308 KING INC. v Szponarski, 2026 ONLTB 2006

Date: 2026-01-05

File Number: LTB-L-069871-25

In the matter of: 1512, 308 KING ST N
WATERLOO ON N2J2Z2

Between: 308 KING INC. Landlord

And

Monique Szponarski Tenant

308 KING INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Monique Szponarski (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 19, 2025.

Only the Landlord's Legal Representative Sara Murtadha and the Landlord's agent Derek Montalbetti ('DM') attended the hearing.

As of 9:32 am, 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. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 12, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served that same date. The notice of termination contains the following allegations:

- a) The Tenant is alleged to have broken into other rental units on August 21, 2024, March 28, 2025, and April 3, 2025.
 - b) The Tenant is alleged to have stolen packages from other tenants on August 14, 2024, August 21, 2024, March 30, 2025, and May 1, 2025.
 - c) The Tenant is alleged to have stolen the Landlord's Television Screens on March 31, 2025, April 7, 2025, and April 13, 2025.
 - d) The Tenant is alleged to have stolen the Landlord's kitchen items in storage on April 15, 2025.
 - e) The Tenant is alleged to have stolen the Landlord's furniture in the residential complex on March 30, 2025, and April 15, 2025.
4. DM, the Landlord's Operations Manager testified on behalf of the Landlord. Entered into evidence was a series of videos taken by the Landlord's security system which depicted an individual later identified as the Tenant, with other individuals committing the acts as alleged in the Landlord's notice of termination.
 5. DM confirmed that as Operations Manager, he has had numerous dealings with the Tenant and is familiar with her physical appearance. The videos entered into evidence did depict the same female individual in each video and in each video this individual was identified as the Tenant. I am satisfied that the videos in question depict the Tenant.
 6. On April 7, 2025, the Tenant and another individual removed a TV from the common area. On April 13, 2025, the Tenant and another individual removed a large TV from the front lobby. DM confirmed that the Tenant was not authorized to remove those items.
 7. Another video from April 15, 2025, was entered into evidence, showing the Tenant and another individual entering the Landlord's storage area and removing metal bedframes and other items from the storage area. Another video from March 30, 2025, was also entered into evidence showing the Tenant and another individual removing items from the area.
 8. A video from September 2, 2025, was entered into evidence showing the Tenant and other individuals breaking into a unit and removing items. Also entered into evidence were videos of the Tenant removing peoples belongings from the residential complex's laundry room and stealing packages from other tenants' doors.
 9. DM testified that the police have been involved and the Tenant has been arrested and tried for some of these incidents which have led to convictions. He further testified that the actions of the Tenant have impacted the character of the building as these brazen thefts have caused the tenants to lose confidence in the Landlord to be able to ensure they are safe and that their items are safe to be kept in the residential complex.
 10. Based on the uncontested evidence of the Landlord, I am satisfied on a balance of probabilities that the Tenant has committed an illegal act in the residential complex by stealing the Landlord's TVs and other items, which is contrary to s. 322(1) of the *Criminal Code* of Canada which states:

322(1) Every one commits theft who fraudulently and without colour of right takes, or fraudulently and without colour of right converts to his use or to the use of another person, anything, whether animate or inanimate, with intent

- a) To deprive, temporarily or absolutely, the owner of it, or a person who has a special property or interest in it, of the thing or of his property or interest in it;*
- b) To pledge it or deposit it as security;*
- c) To part with it under a condition with respect to its return that the person who parts with it may be unable to perform; or*
- d) To deal with it in such a manner that it cannot be restored in the condition in which it was at the time it was taken or converted.*

(2) A person commits theft when, with intent to steal anything, he moves it or causes it to be moved or to be moved, or begins to cause it to become movable.

11. I am satisfied based on the evidence provided that the Tenant committed a number of what could be described as brazen thefts of the Landlord's and other tenants' property.

Daily Compensation, Costs, Last Month's Rent Deposit & Interest

- 12. The Landlord's Legal Representative submitted that the Landlord already had an L10 application for the Tenant's arrears and opted not to seek daily compensation.
- 13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 14. The Landlord collected a rent deposit of \$2,620.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$144.10 is owing to the Tenant for the period from September 8, 2023, to November 19, 2025.

Section 83 Considerations

- 15. While the Tenant had appeared at two previous hearing dates, the Tenant did not attend the hearing and as such, was unable to provide insight into her circumstances.
- 16. Having reviewed the video footage and having considered the length of time these incidents have occurred, I am believe fully that the Tenant will likely steal something else from either the Landlord or another tenant and I do not believe the tenancy is viable.
- 17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 16, 2026.
2. If the unit is not vacated on or before January 16, 2026, then starting January 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 17, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Jagger Benham
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 17, 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.