



Order under Section 69 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-079306-25

In the matter of: 107, 15 LONDON GREEN CRT
NORTH YORK ON M3N1K4

Between: DAVID DUY LE Landlord

And

Ivan Herrera Rusova Tenants
Alisha Danielle Koo

DAVID DUY LE (the 'Landlord') applied for an order to terminate the tenancy and evict Ivan Herrera Rusova and Alisha Danielle Koo, (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have wilfully or negligently caused damage to the premises;
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex have seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have wilfully caused undue damage to the premises;
- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on November 24, 2025.

The Landlord's representative, Andy Le, the Landlord, and one of the Tenants, Alisha Danielle Koo ("A.K.") attended the hearing.

At the hearing, the Landlord only proceeded with the N4 notice and the N5 notice of termination.

Determinations:

L1 application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,050.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The parties agreed the rent arrears owing to November 30, 2025 are \$8,250.00.
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.

L2 application

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application.

N5 Notice of Termination - Wilful or Negligent Damage

10. On September 18, 2025, the Landlord gave the Tenants an N5 notice of termination with the termination date of October 03, 2025. The notice of termination contains the following allegations: On July 17, 2025 one of the Tenants were observed damaging building property. Building management observed one of the Tenants on CCTV breaking the basement entrance door/window of the residential complex after some sort of heated confrontation. The cost to repair the door and window was \$452.00. On June 30, 2025, the Landlord became aware that the Tenants' rental unit was damaged by the Tenants' dog. Areas of concern are the living room drywall, plus balcony screen door. The estimated cost to repair the rental unit is \$150.00. On June 14, 2025, the Tenants damaged the refrigerator by overpacking the freezer compartment and the amount to fix the property was estimated at \$500.00.
11. The Tenants 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 Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

12. The Landlord testified that on June 14, 2025, he inspected the rental unit and observed that the Tenants had damaged the refrigerator by overpacking it. The Tenants opposed the Landlord's position and testified that they did not overpack the refrigerator and that it stopped working because it was old. The Landlord agreed that the refrigerator was 10 years old. I find that the Tenants did not wilfully or negligently damage the refrigerator. The Landlord's claim was merely speculation. In the Landlord's own testimony he agreed the refrigerator was 10 years old and this likely played a factor in it not functioning properly.
13. The Landlord testified that on June 30, 2025, he observed damage to the rental unit's walls and said this was damage caused by the Tenants' dog. The Tenants opposed the Landlord's position and stated the damage was regular wear and tear. The Landlord adduced evidence at the hearing in the form of photographs and I find that the photographs support the Tenants' position, the damage was regular wear and tear. I do not find that the Tenants had wilfully or negligently caused the damage to the drywall in the rental unit. The Landlord's claim was merely speculation.
14. The Landlord also testified that on July 17, 2025 one of the Tenants were observed damaging building property. Building management observed one of the Tenants on CCTV breaking the basement entrance door/window of the residential complex after some sort of heated confrontation. The cost to repair the door and window was \$452.00. A copy of the invoice was submitted into evidence and it supported the Landlord's claim for the out-of-pocket expense of \$452.00. The Tenants did not dispute this. Therefore, I find that the Tenants wilfully or negligently caused damage to the residential complex and owe the Landlord \$452.00 for out-of-pocket expenses the Landlord incurred.

Relief from eviction

15. The hearing was held on November 24, 2025 and the Tenants requested the Board grant them with more time to vacate the rental unit. The Tenants requested that the eviction take place after the holiday break as one of their children was 9 years old and attended school. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. This order is being issued on January 7, 2026, already giving the Tenants until after the holiday break to vacate the rental unit and I find that no further delay is required.

It is ordered that:

L1 Application

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,536.00 if the payment is made on or before January 18, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 18, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 18, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,003.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$67.40 per day for the use of the unit starting November 25, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 18, 2026, then starting January 19, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 19, 2026.

L2 Application

10. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
11. The Tenants pay the Landlord \$452.00 by January 31, 2026, for out-of-pocket expenses the Landlord incurred as a result of the Tenants wilful or negligent damage to the residential complex.
12. If the Tenants fail to comply with the conditions set out in paragraph 11 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 Tenants. 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 Tenants.

January 7, 2026
Date Issued

Vishal Nanda
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 expires on July 19, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 18, 2026

Rent Owing To January 31, 2026	\$12,350.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$12,536.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$7,817.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,003.60
Plus daily compensation owing for each day of occupation starting November 25, 2025	\$67.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	