



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Life Centre Non-Profit Housing Corp. v Mitchell, 2026 ONLTB 3198

Date: 2026-01-14

File Number: LTB-L-056046-24

In the matter of: 13 MARSH LANE
AJAX ON L1T3W2

Between: Life Centre Non-Profit Housing Corp. Landlord

And

Antoinette Mitchell Tenant

Life Centre Non-Profit Housing Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Antoinette Mitchell (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Life Centre Non-Profit Housing Corp. (the 'Landlord') also applied for an order requiring Antoinette Mitchell (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 Agent Natasha Smith and the Landlord's Legal Representative Elizaveta Povargo, attended the hearing.

Officer Purohit attended and testified as a witness for the Landlord. Rosina Muller also attended as a witness for the Landlord but did not testify.

As of 9:11 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. Therefore, remedy is granted as set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 28, 2024, the Landlord gave the Tenant a N5 notice of termination based on substantial interference and damages. The notice of termination contains the following allegations:

On or about January 13, 2024, at approximately 12:35 p.m., the Tenant is seen on camera surveillance driving her vehicle over a curb and into the barrier railing of the underground garage located at the residential complex. This caused a section of the railing to break and fall onto the underground garage ramp below. The section of the railing was repaired by the Landlord who incurred a cost of \$4271.40. The Landlord is holding the Tenant responsible for paying for these damages.

4. The Property Manager Natasha Smith (NS) testified, as seen in the video surveillance and pictures, at approximately 12:35 p.m., on January 13, 2024, the Tenant/Tenant's car drove over a curb into a barrier railing, causing the railing to break and fall onto the underground garage ramp. The video shows the Tenant's car first crashes into another vehicle, a white car, then crashes into the guard rail. The Tenant's vehicle is the darker coloured car. The police, fire and ambulance were called. The tenant whom the Tenant crashed into was not able to testify as she is still having repercussions from the brain injury she sustained from the accident; however, she submitted a written statement which is in evidence and supports the above testimony.
5. NS also testified, the cost to repair/replace the damage was \$4,271.40; see invoice #208337 dated December 2, 2024, from A.K. Building Services Inc. As established by the Landlord's Certificate of Insurance dated October 29, 2020, the deductible is \$5,000.00. Therefore, as the costs incurred are less than the insurance deductible, the Landlord is seeking reimbursement from the Tenant. The amount of \$4,271.40 was charged to the Tenant's account, but the Tenant has not made any payments towards it. The Landlord notified the Tenant numerous times by email and phone that she is responsible for the repair costs. On January 28, 2025, NS spoke directly to the Tenant; the Tenant admitted to her involvement in the accident but has still not paid the associated costs.
6. Officer Purohit testified to attending the rental complex at approximately 12:38 p.m., for a two-vehicle collision. The black Nissan front driver side was overhanging the curb, and the door was stuck against the railing. The other vehicle, a silver Honda, sustained significant damages to the rear driver-side. The incident is set out in Motor Vehicle Collision Report #2024-11250, written shortly after the Tenant was indicated as the driver of the Nissan. No charges were laid because the accident happened on private property, but the Tenant was determined at fault; the Tenant said she skidded out of control.

Analysis

7. This application is based on sections 62 and 64 of the *Residential Tenancies Act, 2006* (the 'Act') which say:

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.

(2) A notice of termination under this section 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,
 - (i) to repair the damaged property or pay to the landlord the reasonable costs of repairing the damaged property, or
 - (ii) to replace the damaged property or pay to the landlord the reasonable costs of replacing the damaged property, if it is not reasonable to repair the damaged property.

(3) The notice of termination under this section is void if the tenant, within seven days after receiving the notice, complies with the requirement referred to in clause (2) (c) or makes arrangements satisfactory to the landlord to comply with that requirement.

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.

(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.

8. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination; the voiding period ran June 28, 2024 through July 1, 2024. Although the Tenant did not commit any further acts that substantially interfered with the Landlord, the Tenant did not pay the Landlord the \$4,271.40 for the damages incurred. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

9. Based on the uncontested testimony and evidence before me, I find that 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. I also find that 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.
10. The evidence and testimony establish that the Tenant was the driver at fault for the car accident that happened in the rental complex. The Tenant hit another vehicle, another tenant of the complex, then drove her vehicle over a barrier railing, causing it to break and fall onto the garage ramp below. The event was captured on video surveillance and the Landlord's Agent and witness testimony supported the allegations. The Tenant told the attending Police Officer she skidded out of control. The accident itself substantially interfered with the Landlord or another tenant's reasonable enjoyment; the incident occurred because the Tenant skidded out of control, hitting another tenant's vehicle, requiring the Landlord to have the resulting damage repaired. Plus, according to the evidence before me, the accident injured the other tenant of the complex. I consider the damage caused by the accident to be a result of negligence; the Tenant skidded out of control.
11. The Landlord is entitled to reimbursement of the costs incurred to repair the damage. Also, by not reimbursing the Landlord's costs, the Tenant substantially interfered with the Landlord's lawful right, interest or privilege; the Landlord had to incur the costs to fix the damaged railing and has the right to be reimbursed for such costs.

Compensation and costs

12. As found above, the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. As such, the Landlord is entitled to reimbursement of the costs incurred to repair the damage.
13. The Landlord has incurred reasonable costs of \$4,271.40 to repair the damage and/or replace property that was damaged and cannot be repaired.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

15. I have considered all 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. The Landlord is seeking a conditional order for payment of the damages and the application filing fee within 30 days of the date of this order. I find this request reasonable.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - The Tenant shall pay the Landlord \$4,271.40 which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$4,457.40. This must be paid on or before February 13, 2026.
4. If the Tenant fails to comply with the conditions set out in paragraphs 1 through 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. If the Tenant does not pay the Landlord the full amount owing on or before February 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

January 14, 2026

Date Issued

Diane Wade

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.

