



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-073931-25

In the matter of: 1104, 55 BLEECKER ST
TORONTO ON M4X1W9

Between: Toronto Seniors Housing Corporation Landlord

And

JAN 19, 2026

Revia Lasaga Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Revia Lasaga (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 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 Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on December 8, 2025.

Only the Landlord's representative, Adam Fraccaro, attended the hearing.

As of 12:35 PM, 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. On June 30, 2025, the Landlord served the Tenant with an N5, N6 and N7 notice of termination. The Landlord seeks to terminate the tenancy.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as set out below.

Peter Russell

3. The Landlord called two witnesses, Peter Russell and Kate Cukor.
4. PR, a custodial staff member with long-standing familiarity with the residential complex, testified regarding an incident on June 16, 2025, in which burning coffee cups were thrown from the Tenant's balcony. He described observing flaming debris falling rapidly from the balcony of the Tenant's unit, requiring immediate intervention with a fire extinguisher and a call to emergency services. He credibly testified that the debris originated from the Tenant's unit and that the incident created a serious fire risk to the building.
5. PR further testified that, while he was cleaning the extinguished debris below the balcony, a metal ashtray fell from above and landed approximately one metre from him. I accept his evidence that this object originated from the Tenant's unit and that it narrowly missed striking him, creating a serious risk of bodily harm.

Kate Kukor

6. KK, a senior resource coordinator at the residential complex testified at the hearing.. She testified that she personally attended the scene of the fire, observed burning debris falling from the Tenant's balcony, contacted emergency services, and assisted in preventing other tenants from entering the courtyard during the incident. She also confirmed that video evidence filed by the Landlord accurately depicted the incident.
7. KK testified that the Tenant had a long-standing pattern of discarding cigarette butts, coffee cups, and other debris from the balcony, often after extinguishing cigarettes in paper coffee cups. She testified that this conduct had been the subject of repeated complaints from other tenants and staff and had resulted in multiple warning letters delivered to the Tenant.
8. KK further testified that, following the June 16, 2025 fire, additional incidents occurred, including objects being thrown from the balcony and a coffee cup striking a staff member in the courtyard. She also testified regarding complaints of aggressive and intimidating behaviour by the Tenant toward other residents, including verbal abuse and threatening gestures.

Analysis

9. I found both witnesses to be credible and reliable. Their evidence was detailed, internally consistent, and corroborated by documentary and video evidence led by the Landlord.
10. I accept KK's evidence that the residential complex is a seniors' building housing a vulnerable population, including frail elderly tenants, many of whom have mobility issues or language barriers. I find that the Tenant's conduct caused fear among residents and posed an ongoing and unacceptable risk to their safety.
11. I find that the Tenant's actions in repeatedly discarding burning and combustible materials from a high-rise balcony, resulting in an actual fire and near-miss incidents involving staff, constitute serious safety risks to residential complex.

12. I further find that the Tenant continued this conduct despite repeated warnings, interventions, and corrective measures by the Landlord, including the provision of an ashtray and written warnings explaining the fire risk.
13. Based on the totality of the evidence, I am satisfied that the Tenant's conduct created an ongoing and serious risk to the safety of other tenants and staff and substantially interfered with their reasonable enjoyment of the residential complex.
14. Given the seriousness of the safety risks, the vulnerability of the tenant population, the occurrence of an actual fire, and the continuation of the conduct after repeated warnings, I find that it would be unfair to the Landlord and other residents to deny or further postpone eviction.
15. I have considered all of the disclosed circumstances and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) 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 24, 2026.
2. If the unit is not vacated on or before January 24, 2026, then starting January 25, 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 25, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.

January 19, 2026

Date Issued

Bryan Delorenzi

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 25, 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.