



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

File Number: LTB-L-070322-25

In the matter of: 718, 47 THORNCLIFFE PARK DR
TORONTO ON M4H1J5

Between: Morguard NAR Canada Limited Partnership Landlord

And

Attaullah Fida Mohammad Tenant

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Attaullah Fida Mohammad (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.

Morguard NAR Canada Limited Partnership (the 'Landlord') also applied for an order requiring Attaullah Fida Mohammad (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 8, 2025.

Only the Landlord's legal representative Ellena Azadian, and the Landlord's agent Angela Gonzales attended the hearing.

As of 9:32 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 for damage in the application however, in the circumstances I find it is appropriate to grant relief from eviction and order the Tenant to pay \$1,361.20 for the cost to replace four broken windows and costs.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference/Wilful or Negligent Damage

Substantial Interference

3. On July 22, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of August 17, 2025. The notice of termination contains the allegations that the Tenant broke 4 windows in the rental unit. Two windows were reported broken by the Tenant on December 16, 2025, and subsequently during repair attempts, two additional windows were discovered broken on December 19, 2025.
4. The Landlord did not make submissions as to how the broken windows would support a finding that the Tenant substantially interfered with the Landlord's reasonable enjoyment, or another lawful right, privilege, or interest of the Landlord.

Wilful or Negligent Damage

5. The Landlord's agent Angela Gonzales (AG) testified that she has been employed by the Landlord for approximately 10 years and part of her responsibilities includes collecting "chargebacks" to tenants.
6. AG gave evidence that the Tenant reported two broken windows to the Landlord on December 16, 2024. The Landlord scheduled a contractor to replace the windows and during the contractor's visit on December 19, 2024, the Tenant reported two additional broken windows.
7. AG submitted an e-mail dated February 14, 2025, that notes the windows had to have been broken from inside the rental unit because the exterior screen is still attached and in good condition.
8. AG also submitted a copy of the move-in inspection report that shows there were no reported issues or damage relating to the windows in the rental unit.
9. Photographs of the four broken windows were submitted and I am satisfied that this damage was caused wilfully or negligently by the Tenant. Each of the photographs show what appears to be a specific point where an object made contact with the window and "spider cracks" extending outward from what would be the point of contact.
10. AG submitted an invoice for the cost to repair the windows showing the Landlord paid \$1,175.10 to replace the windows.

11. AG gave evidence that 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).

Costs

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for Damage

13. As decided 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 four windows in the rental unit.
14. The Landlord has incurred reasonable costs of \$1,175.20 to replace property that was damaged and cannot be repaired.

Relief from Eviction

15. The Landlord's representative submitted that the Landlord is not seeking eviction and is only requesting an order for payment of the invoices to replace the windows.
16. 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 pursuant to subsection 83(1)(a).

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,175.20, which represents the reasonable costs of 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 \$1,361.20.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Kyle McGraw
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.