



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-090548-25

In the matter of: Unit 508, 25 OXLEY ST
TORONTO ON M5V2J5

Between: KSENIYA LENARICIAK Landlord

And

TAYLOR FREIRE CLARA Tenant

KSENIYA LENARICIAK (the 'Landlord') applied for an order to terminate the tenancy and evict TAYLOR FREIRE CLARA (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.

KSENIYA LENARICIAK (the 'Landlord') also applied for an order requiring TAYLOR FREIRE CLARA (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.

KSENIYA LENARICIAK (the 'Landlord') also applied for an order requiring TAYLOR FREIRE CLARA (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 19, 2026.

The Landlord's Agent, Keir Menzies, and the Landlord's Legal Representative, Tigran Sandukhchyan, attended the hearing.

As of 11:29 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 and the claim for compensation in the application. Therefore, compensation is awarded to the Landlord as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 31, 2025.

N5 Notice of Termination - Substantial interference

4. On October 16, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that the Tenant failed to maintain the rental unit in an ordinary state of cleanliness.
5. The Tenant did not correct the omission within seven days (October 17-23, 2025) after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

N5 Notice of Termination - Wilful or Negligent Damage

6. On October 16, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant willfully or negligently caused damages to the rental unit's plumbing, which resulted in damage to the unit's plumbing, as well as water damage to adjoining units in the residential complex.
7. 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).

Landlord's Evidence

8. The Landlord produced into evidence photos, invoices and estimates from contractors and other service providers outlining extensive damage to the plumbing system in the rental unit. Specifically, it was identified that the drains in the laundry room of the rental unit were clogged with cat litter, which, in turn, did not allow the washing machine to drain properly, leading to overflows and leakages. These overflows caused damage to the rental unit and to the unit and townhouse below. The cost of the plumbing repairs amounted to \$1,956.09.
9. The Landlord produced correspondence from the property managers for the condominium complex, identifying the costs for the emergency water mitigation in the adjoining units totalling \$3,364.67.

10. The Landlord testified that the contractors refused to conduct the repair work required in the rental unit until the unit was brought to an appropriate state of cleanliness. The photos produced by the Landlord indicate extensive garbage, debris and food waste throughout the rental unit, as well as cat feces. The Landlord was required to hire a cleaning service to bring the unit up to an acceptable standard for the repair work to be done at a cost of \$690.00

Compensation

11. The Tenant was required to pay the Landlord \$4,249.30 in daily compensation for use and occupation of the rental unit for the period from November 7, 2025 to December 31, 2025.
12. Based on the monthly rent, the daily compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. 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; specifically, damage to the unit's plumbing that caused water damage to the rental unit and adjoining units.
15. The Landlord has incurred reasonable costs of \$5,320.76 to repair the damage.
16. Further, the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord through the Tenant's failure to maintain the rental unit in an ordinary state of cleanliness.
17. The Landlord has incurred reasonable out-of-pocket expenses of \$690.00. These expenses were incurred as a result of the substantial interference and constituted cleaning expenses that were a necessary pre-requisite to getting the damages repaired in the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2025.
2. The Tenant shall pay to the Landlord \$4,249.30, which represents compensation for the use of the unit from November 7, 2025 to December 31, 2025. Any payments made by the Tenant since November 7, 2025, including their rental deposit, shall be credited to this amount owing.
3. The Tenant shall pay to the Landlord \$5,320.76, which represents the reasonable costs of repairing the damage.

4. The Tenant shall pay to the Landlord \$690.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Curtis Smith
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.