



**Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedures Act**

Citation: Finch Main Gardens (West) Limited v Teklom, 2026 ONLTB 654

Date: 2026-01-07

File Number: LTB-L-058046-25

In the matter of: 510, 2441 FINCH AVE W
TORONTO ON M9M2E8

Between: Finch Main Gardens (West) Limited Landlord

And

Rezene Teklom Tenants
Sium Haj
Yosief Haile

The order contained a clerical error, this amended order was issued to correct the order dated January 7, 2026. The amendments are underlined for ease of reference.

Finch Main Gardens (West) Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Rezene Teklom, Sium Haj and Yosief Haile (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, 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 Tenants remained in the unit after the termination date.

Finch Main Gardens (West) Limited (the 'Landlord') also applied for an order requiring Rezene Teklom, Sium Haj and Yosief Haile (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 5, 2025.

The Landlord's Legal Representative Samuel Korman, the Landlord's Agent Julie Woodward and the Tenant Rezene Teklom attended the hearing.

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. However, the tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out in this order.
2. The Tenants were in possession of the rental unit on the date the application was filed, although the Tenant Rezene Teklom advised that the Tenants Sium Haj and Yosief Haile have since vacated the rental unit.

N5 Notice of Termination

Substantial interference

3. On June 9, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on the same date. The notice of termination alleges that on February 17, 2025 the Tenants left an empty beer case on the ground beside the recycling bin rather than placing the beer case into the recycling bin.
4. The Landlord's Agent Julie Woodward testified that she is employed by Gold Seal Management Inc. the property management company for the Landlord.
5. She stated that on February 17, 2025 the Tenants placed an empty case of beer on the ground next to the recycling bins rather than placing the empty beer bottles into the recycling bin. A photograph of the beer case was submitted into evidence by the Landlord's agent along with surveillance video from the residential complex of the Tenants walking with the beer case.
6. The Landlord alleges that as a result of the beer case being placed on the ground the Landlord incurred a cost of \$55.00 for the disposal of the beer case, which has resulted in a substantial interference of the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
7. An invoice in the amount of \$55.00 was sent to the Tenants and has not been paid as of the date of the hearing.
8. The Tenants do not dispute placing the beer case next to the recycling bin.
9. The empty beer case was placed on the ground beside the recycling bin by the Tenants. Beer bottles were not thrown on the ground or discarded haphazardly around the residential complex. I am not satisfied on a balance of probabilities that this act has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
10. Additionally the invoice with respect to the disposal of the beer case was issued directly to the Tenants from the property management company. No evidence was provided that the Landlord had actually incurred out-of-pocket expenses associated with the disposal of the

beer case which could have potentially been the nature of the substantial interference claim.

11. As such the Landlord's claim relating to substantial interference is dismissed.

Wilful or Negligent Damage

12. The Landlord's N5 notice of termination served on June 9, 2025, also alleges that on February 20, 2025 while conducting a routine inspection of the rental unit willful or negligent damage was observed to have been caused to the rental unit.

13. The Landlord's Agent testified that as part of routine inspection of the Tenants' rental unit of February 20, 2025. The following damages were observed to have been caused the rental unit:

- The Kitchen countertop was observed to have excessive gouging and what appeared to be large burn marks;
- The Bedroom closet door was broken off the track;
- The fridge door was missing the storage bars to contain items placed in the door;
- The screen from the Bedroom door was missing;
- The Tenant had replaced the hardware on the bedroom door with a locking hardware preventing entry in the case off an emergency.

14. The Landlord's Agent provided photographs of the alleged damage to the rental unit, along with invoices for the repair or replacement of the damaged items.

15. The Tenant Rezene Teklom does not dispute the damages to the rental unit but claims in the past the Landlord had repair issues with the rental unit at no cost and the states that the Tenants should not be responsible for the amount claimed to repair or replace the damaged items.

16. I am satisfied based on the testimony of the Landlord's Agent and the photographs submitted that the damage related to the kitchen countertop and bedroom closet door along with the missing screen in the bedroom and missing storage bars in the fridge go beyond normal wear and tear from the use of the rental unit and on a balance of probabilities constitute either negligent or wilful damage. The Landlord is entitled to compensation for their reasonable costs associated with the replacement and/or repair of these items

17. The replacement of the hardware on the door of bedroom within the rental unit does not constitute damage to the rental unit.

18. The Landlord's Agent testified that invoices for the repair and or replacement of the items were sent to the Tenants on March 18, 2025, but to date the Tenants have not paid the Landlord any amounts contained in the invoices.

Daily compensation, NSF charges, rent deposit

19. The Landlord provided no evidence that the Tenants had not paid daily compensation for the use and occupation of the rental unit for the period from July 1, 2025 to the date of the hearing as such this portion of the Landlord's claim is dismissed.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord collected a rent deposit of \$1,372.88 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$29.06 is owing to the Tenant for the period from January 1, 2025 to November 5, 2025.
22. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for damages and out-of-pocket expenses

23. As indicated above the he Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
24. The Landlord provided invoices for the reasonable costs that they have or will incur to repair or replace the property that was damaged and cannot be repaired in the amount of \$447.40 and \$850.10 for a total of \$1,297.50. I have deducted the amount for the replacement of the hardware on the bedroom doors in the \$110.00 leaving \$1,187.50.
25. I am satisfied that the Landlord has incurred or will incur reasonable costs of \$1,187.50 to repair the damage and/or replace property that was damaged and cannot be repaired.

Relief from eviction

26. 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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
27. The Landlord sought termination of the tenancy due to the wilful or negligent damages caused by the Tenants and the Tenants failure to the pay the Landlord's reasonable out-of-pocket expenses associated with the repair and or replacement of the damage. Alternatively the Landlord was open to a conditional order and payment of the damages within 30 days.
28. The Tenant Rezene Teklom wishes to remain in the rental unit if possible. He stated that if the Tenants are required to pay the Landlord for the damages owing that they be given 2

to 3 months to do so as he works in construction and his work slows down and that he was recently laid off and is not sure when he will be called back to work.

29. In the circumstances I believe a conditional order to be appropriate. Provided the Tenants comply with the conditions of the order they will be able to maintain the tenancy. The Landlord will have the security of section 78 of the Act permitting them to apply to the Board for termination of the tenancy without notice to the Tenants if they fail to comply with the terms imposed.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay to the Landlord the sum of \$1,373.50, which represents \$1,187.50 for the reasonable out-of-pocket expenses the Landlord has incurred or will incur to repair or replace the damage items and \$186.00 for the cost of filing the application.
3. The Tenants shall pay the Landlord the full amount owing of \$1,373.50 on or before February 1, 2026.
4. The Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex will not wilfully or negligently cause damage to the rental unit or residential premises for a period of 1 year from February 1, 2026 to ~~January 31, 2026~~ January 31, 2027.
5. If the Tenants fail to comply with the conditions set out in paragraphs 2,3 and 5 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.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026

Date Issued

January 28, 2026

Date Order Amended

Sean Ramage

Member, Landlord and Tenant Board

Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.