



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

File Number: LTB-L-043563-25

In the matter of: 824, 4205 LAWRENCE AVE E
SCARBOROUGH ON M1E4S6

Between: Toronto Community Housing Corporation Landlord

And

Bezalel Solomon Mayombwe Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Bezalel Solomon Mayombwe (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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 15, 2025. The Landlord legal representative, Laura MacPhee and the Landlord's witness, Nigel Jaharles ('N.J') 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. Therefore, the application is granted, and the Landlord is entitled to an eviction order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 14, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains in part, that on February 18, 2025, an inspection of the rental unit was completed, and photos were taken showing damages caused by previous fires in the rental unit caused by the Tenant. Also, that on March 7, 2025, at 6:58 a.m., a fire alarm was

responded to revealing that the Tenant left an active oven on with non food items inside including branches and an aluminum bottle, causing extensive smoke. The Tenant was apprehended under the Mental Health Act by Toronto Police Services and the unit was deemed unsafe. Due to the extensive damages caused by the fires, the Landlord contacted a vendor to restore the rental unit which they estimate to cost \$15,936.97.

4. Based on the uncontested evidence I find that the Tenant a person permitted in the residential complex by the Tenant has wilfully caused undue damage to the rental unit. The Landlord relied on two quotes from Bestway Renovations Inc totalling \$15,936.97. The quotes showed photos of the rental unit depicting its condition which supports that the damage is not consistent with ordinary wear in tear- rather undue damage.
5. The Landlord will incur reasonable costs of \$15,936.97 to repair the damage and/or replace property that was damaged and cannot be repaired.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.
8. 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 postpone the eviction until February 10, 2026 pursuant to subsection 83(1)(b) of the Act.
9. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.
10. The Landlord's witness, N.J, who is a Tenant Services Coordinator with the Landlord provided some testimony at the hearing. He stated that he has attempted to refer this tenant to social services to assist with condition of the rental unit, cleaning services, mental health services- however the Tenant has not consented or accepted these services.
11. Since the hearing, there has been some additional time given to the Tenant. However, the Tenant has not had the benefit of my decision, and so, I find a short delay to be reasonable given the circumstances. This delay is not so extensive that it should severely prejudice the Landlord.

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 February 10, 2026.
2. If the unit is not vacated on or before February 10, 2026, then starting February 11, 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 February 11, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

Curtis Begg
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 August 11, 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.