



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Centurion Property Associates Inc v Ahmad, 2026 ONLTB 9944

Date: 2026-01-30

File Number: LTB-L-083939-25

In the matter of: 603, 26 THORNCLIFFE PARK DR
Toronto ON M4H1H9

Between: Centurion Property Associates Inc Landlord

And

Nasir Ahmad Tenant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Nasir Ahmad (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 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 January 27, 2026.

The Landlord's agent Maksim Mukaj, the Landlord's representative Martin Zarnett and the Tenant 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 tenancy is terminated as of February 28, 2026.**
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 27, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served September 1, 2025. The notice of termination contains the allegations that the Tenant caused willful damage by altering the rental unit without permission creating unsafe conditions, specifically, by removing kitchen walls, cabinets and electrical wiring, installing different electrical wiring, altering plumbing and installing a portable washing machine.
4. Based on the evidence and photos provided by the Landlord, which are uncontested by the Tenant, I am satisfied the kitchen area of the rental unit was significantly altered by the Tenant. The Tenant undertook construction, both doing the work himself and hiring someone off Kijiji. When the damage was discovered there were no walls around the kitchen, the ceiling had exposed rafters where the walls had once been, the countertop had been detached, the upper cabinets had been removed, new electrical wiring had been added and a washing machine had been installed where a kitchen cabinet pantry had stood. The kitchen was in a complete state of disrepair.
5. The Tenant did not dispute the construction he undertook. He testified that he did it because he wanted a new kitchen and wanted the rental unit renovated and because the Landlord refused to do it. He insisted there are cockroaches, a hole in the kitchen wall and that only a full renovation would solve the issue. He also insisted the rental unit was out of date, cabinets were in poor condition and he wanted them replaced. He wanted the flooring throughout the rental unit replaced also, rather than refinished.
6. Be that as it may, the Tenant is not entitled to renovation under the Act. There is no justification for the damage caused by the Tenant. It is long established law that a tenant is not entitled to have an old building made new. Certainly, a tenant is not unilaterally permitted to undertake such work. The Court in *Re Quann and Pajella Investments Ltd.*, [1975] O.J. No. 1371 (Ont. Dist. Ct.) stated that:

“A tenant cannot insist on repairs that will make a building new or which will give him a building substantially different than which he rented. He can only require the building to be repaired as an old building”.
7. Even after receiving the N5 and N7 notices of termination, the Tenant continued his renovation construction project and undertook to rebuild walls, add new electrical in the ceiling of the living room, and modify the flooring in the kitchen. I take this to mean he believed he was in the right and was providing himself with a new kitchen.
8. I find the Landlord has proved on a balance of probabilities that the Tenant willfully damaged the rental unit by significantly altering the rental unit kitchen.

N5 Notice of Termination

9. On August 27, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served September 1, 2025. The notice of termination contains the same allegations as in the N7 notice of termination.
10. The Tenant did not stop the conduct or activity or pay the amount owing within seven days after receiving the N5 notice of termination. After the N5 notice as given for the kitchen damage, the Tenant did not pay the damages to the Landlord and without the assistance

of the Landlord, was unable to properly repair the damage. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

11. Having determined willful damage above, it is unnecessary for me to address negligent and willful damage pursuant to the N5 notice.
12. Regarding the Landlord's substantial interference claim, the Tenant admits he did not obtain permits, check the certification of the handyperson he hired to do electrical work, or seek permission from the Landlord. He obtained no plumbing or electrical inspection. He discarded the cabinets he demolished from the kitchen.
13. The danger to other tenants, and the building itself is real, both future and current, from unsafe electrical, walls improperly built, and improper installation of plumbing and appliances.
14. I accept the Landlord's submissions that insurance and regulations require that work be done only by the Landlord's authorized contractors. Moreover, a Tenant would be unable to obtain any permits for alteration because they are not the owner of the property.
15. Relying on the facts determined with respect to the N7 notice of termination, I find the Landlord has proven on a balance of probabilities that the Tenant substantially interfered with the rights, privileges and interests of the Landlord by undertaking major do-it-yourself renovations of the rental unit without a permit or consent of the Landlord.

Daily compensation, rent deposit

16. The Landlord claimed daily compensation for use of the rental unit. However, there are no arrears of rent owing. The Tenant is paid up to January 31, 2026.
17. Based on the monthly rent, the daily compensation is \$43.05. This amount is calculated as follows: \$1,309.30 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,272.07 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$33.78 is owing to the Tenant for the period from January 1, 2025 to January 27, 2026.
20. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant may be required to pay.

Undue Damage Monetary Claim

21. The Landlord provided a quote from their contractors in the amount of \$8,750.72 including HST which outlines the work to be done to restore the unit to its original state.
22. I find the amount claimed to be reasonable in the circumstances. The Landlord incurred or will incur these reasonable costs to repair the damage or replace the property that was damaged and cannot be repaired.

23. I note that because the tenant insisted his kitchen be restored, the Landlord was required to undertake some of the repair work out of order. That will have to be redone, for the Landlord to look behind the walls, have work corrected and obtain a proper inspection.
24. The Tenant argued it is unfair that he has to pay twice for the renovation – I should note that there would be no 'renovation' if the Tenant had not caused the damage he chose to undertake. He is obligated to pay to restore the damage he caused.

Relief From Eviction

25. 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 28, 2026 pursuant to subsection 83(1)(b) of the Act.
26. The Tenant has lived in the unit for nearly 10 years. The Tenant lives with his 16-year-old child and his 8-year-old child visits on weekends. The Tenant is gainfully employed and works from home.
27. Mr. Ahmad testified he lives very close to his two sisters and does not want to move. He insists he could not find another place to live in the next 30 days, although he lives in a rental-unit dense area of the City. Based on the income disclosed by the Tenant he has sufficient income to afford market rent elsewhere.
28. The Tenant admitted that he has completed other renovations on the rental unit such as changing bathroom fixtures.
29. Most aggravating is that the Tenant continued his construction project after receiving the notices of termination interfering with the repair process. In my view the Tenant indirectly tried to achieve the renovations he felt were due to him by causing the damage, thereby forcing the Landlord to repair it and replace with new cabinets.
30. The Landlord purchased and installed cabinets and partly restored the kitchen to a usable state, however the full damage was not restored. The Landlord's agent Mr. Mukaj testified that the Landlord would still have to take apart the kitchen and the wall to ensure the walls, plumbing and electrical were safe and have them properly inspected by building inspectors. The Tenant will not be charged extra for this work.
31. I agree with the Landlord that the Tenant, due to willful damage, caused the problems that required the Landlord to engage in costly restoration. Because of the Tenant's actions the cost to fix any problems with the kitchen has become astronomical in comparison.
32. It would be unfair to the Landlord to deny eviction, which would effectively reward the Tenant for causing the damage and reaping the benefit of his unlawful conduct. The continued willful damage, unauthorized construction and insistence that he must have a restored rental unit persuades me that the Tenant may continue making alternations to the rental unit. It would be unfair therefore to continue the tenancy.
33. I have considered the mandatory expedited eviction requirement in section 84 of the Act. However, I find that based on the children in the rental unit, and because the rent is not in arrears, it would not be unfair to postpone eviction to February 28, 2026.

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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.
4. The Tenant shall pay to the Landlord \$7,630.87 which includes:
 1. \$8,750.72, which represents the reasonable costs of repairing the damage and replacing the damaged property.
 2. \$186.00 for the cost of filing the application.
 3. Less \$1,305.85 which is the amount of the rent deposit and interest on the rent deposit the Landlord owes the Tenant and this is deducted from the amount owing by the Tenant to February 28, 2026.
5. The Tenant shall also pay the Landlord compensation of \$43.05 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Julie Broderick
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 September 1, 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.