



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jazic v Jendruszka, 2026 ONLTB 10558

Date: 2026-02-03

File Number: LTB-L-072593-25

In the matter of: 1 (Basement), 394 SUNNYSIDE AVE
TORONTO ON M6R2S1

Between: Edward Jazic Landlord

And

Walter Jendruszka Tenant

Edward Jazic (the 'Landlord') applied for an order to terminate the tenancy and evict Walter Jendruszka (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; and
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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

This application was heard by videoconference on January 26, 2026. The Landlord's Agent, Davor Turcic ('DT'), the Landlord's Legal Representative, George Brown, the Tenant and the Tenant's Legal Representative, Mark Bondy, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, after having regard to all the circumstances, pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), the tenancy shall continue provided that the Tenant complies with the conditions ordered below.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 22, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of September 11, 2025 (the 'N5 Notice'). At the hearing, it was raised that the N5 Notice lacked sufficient particulars in order for the Tenant to know the case to be met. I noted that the N5 Notice provided general statements about the issues and did not provide dates and times of the alleged conduct. In light of this, the Landlord's Legal Representative requested to withdraw the N5 portion of the application and I consented to this request. Accordingly, the application proceeded based on the allegations set out in the N6 and N7 notices of termination.

The N6 Notice

4. On August 22, 2025, the Landlord gave the Tenant an N6 notice of termination with a termination date of September 12, 2025 (the 'N6 Notice'). In summary, the N6 Notice alleges that the Tenant has been stealing electricity from the Landlord by plugging an extension cord into the common area hallway and running the cord into his unit. Multiple photos of this conduct with the dates the photos were taken were attached to the N6 Notice.
5. DT is the superintendent of the residential complex and testified that he saw the Tenant taking electricity from the outlet in the hallway that is located just outside the rental unit door (the 'Outlet'). In this regard, the Tenant would plug an extension cord in the Outlet and run it through to his unit. DT stated that the Tenant's electricity is on a separate meter and that the Tenant is responsible for paying for his electricity. DT also stated that the Outlet is not included in the Tenant's meter system and it is the Landlord who incurs the cost of electricity taken from the Outlet. DT confirmed that the photos attached to the N6 Notice were taken by him and that the dates of the photos were provided by him as he used his phone to take the pictures.
6. The Tenant did not dispute that he used the Outlet in the manner and on the dates alleged in the N6 Notice. It was essentially the Tenant's evidence that he used the Outlet for two reasons. The first reason being that he has few electrical outlets in his unit and would have to move heavy items out of the way to access the few that are not in use. The second reason being that he likes to vacuum regularly as he is sensitive to dust and that, when he vacuums, he vacuums his end of the common area hallway as the Landlord's staff only does so about once or twice a month. To this end, the Tenant believed his use of Outlet benefitted the Landlord as he was keeping the common area hallway clean.
7. Based on the evidence and submissions of the parties, I find that the Tenant has committed an illegal act by stealing electricity from the Landlord, which is an offence set out under subsection 326(1) of the *Criminal Code*, which states,

326 (1) Everyone commits theft who fraudulently, maliciously, or without colour of right,

(a) abstracts, consumes or uses electricity or gas or causes it to be wasted or diverted; or

(b) uses any telecommunication facility or obtains any telecommunication service.

The N7 Notice

8. On August 22, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of September 1, 2025 (the 'N7 Notice'). In summary, the N7 Notice alleges that the Tenant has seriously impaired the safety of another person in the residential complex by entering the furnace room on multiple occasions from April to July 2025 and placing and/or hanging personal items such as clothing to dry. The N7 Notice alleges that the Tenant's actions could cause a fire, carbon monoxide poisoning and/or furnace failure.
9. DT testified that he found clothing hanging in the furnace room and asked the Tenant about this and the Tenant denied that they were his clothes. This happened again and when asked how he was gaining access to the furnace room, the Tenant stated that he could get in using a credit card. The Tenant was told not to go into the furnace room or to leave any belongings there. However, DT was concerned the conduct would continue and believed that the Tenant had somehow obtained a key to the furnace room. In light of this, a camera was installed in the furnace room. Videos of the Tenant entering the furnace room were tendered as evidence and a key appeared to be inserted in the door handle in the videos.
10. DT stated that the furnace room has two hot water tanks and a gas boiler and that there are open flames under the hot water tanks and the boiler. In light of this, if the Tenant's clothing or other items were to fall near these flames they could catch fire. In addition, there are two chimneys in the furnace room, which cannot be blocked as they are required for safe ventilation.
11. The Tenant did not dispute that he was entering the furnace room as set out in the N7 Notice. He stated that the furnace room was never closed prior to DT being hired and there were never any issues with him entering it before. The Tenant did not believe that placing a few items to dry in the furnace room impaired anyone's safety and stated that if he believed it was a safety hazard he would never have left any items there.
12. Based on the evidence and submissions of the parties. I find that the Tenant has seriously impaired the safety of another person in the residential complex by storing, hanging and/or placing his items in the furnace room of the residential complex. In order to make such a finding, it is not necessary that anyone has actually been hurt or injured. Serious impairment of safety includes both actual impairment and a real risk of impairment.
13. The *Fire Code* prohibits storing combustible materials in a furnace or mechanical room for a reason, being that there is a very real risk of fire. It was not disputed that the hot water tanks and boiler in the furnace room have open flames. As such, I find that the Tenant's actions caused a real risk of impairment of safety as he could have caused a fire.

Relief from eviction / Section 83 of the Act

14. The Landlord's Legal Representative requested termination of the tenancy and submitted that a conditional order was not appropriate as the Tenant had been asked repeatedly to stop stealing the electricity and to stop using the furnace room and leaving items there, but he refused to comply.

15. The Tenant has lived in the rental unit since 1977. He is 80 years old, and his monthly rent is \$443.55. It was the Tenant's evidence that his life and livelihood were firmly rooted in the neighbourhood and that it would be very difficult for him to find another unit in the same area that he could afford. The Tenant stated that he could comply with a conditional order.
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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. In my view, these conditions adequately address the Tenant's conduct and the concerns of the Landlord while allowing the Tenant to remain housed. If the Tenant fails to comply with these conditions, the Landlord will have swift recourse pursuant to section 78 of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall not engage in any of the following conduct, for a period of 12 months:
 - i. steal electricity from the Landlord, which includes consuming electricity from outlets in the common areas of the residential complex without the Landlord's authorization; and
 - ii. seriously impair the safety of another person in the residential complex by placing, storing, leaving or hanging any items in the furnace room of the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of 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.
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 under paragraph 4 of this order, on or before February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

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