



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Keysis, 2026 ONLTB 11508

Date: 2026-02-03

File Number: LTB-L-065754-25

In the matter of: 302, 320 KINGSTON RD
TORONTO ON M4L1T7

Between: Toronto Community Housing Corporation Landlord

And

Joseph Levi Keysis Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Levi Keysis (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.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Joseph Levi Keysis (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 November 18, 2025.

Only the Landlord's Legal Representative, Katarzyna Deptuch and the Landlord's Agents, Omicron Bartolome and Audrey Egan, attended the hearing.

As of 10:33 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 of the tenancy in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenant under s. 83(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Therefore, the tenancy between the Landlord and the Tenant will continue subject to the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 29, 2025, the Landlord gave the Tenant an N5 notice of termination, with a termination date of August 28, 2025. The notice of termination alleges the behavior of the Tenant or someone visiting or living with the Tenant have substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex, and or lawful rights, privileges, or interests, and the Tenant or someone visiting have wilfully or negligently damaged the rental unit or residential complex, specifically repeated flooding incidents emanating from the rental unit during various periods from February 10, 2022 to May 26, 2025 which were reported, and repaired by licensed individuals, these incidents not only have caused significant damage by mold to proliferate, which was caused by the Tenant and or a guest(s).
4. The Landlord's Agent, Omicron Bartolome, the sight supervisor for the residential complex testified to the flooding and damage incidents as outlined in the N5 notice, specifically the incidents on February 10, 2022, August 25, 2022, September 26, 2022, May 19, 2023, March 27, 2024, and May 26, 2025, the last of which required a full mold remediation and a full bathroom renovation, which was also previously completed two years prior as well, on the same bathroom. The Tenant was provided with the charge back and the total costs of all the damages as of the date of this proceeding were \$34,968.95 that the Landlord sought, which have yet to be paid to date, the Landlord's Legal Representative submitted evidence of the charges, and the work completed by the various trade persons. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. I am satisfied based upon the testimony of the Landlord's Agent that 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 by causing the various flooding emanating from the Tenant's kitchen and or bathroom on a balance of probabilities.
6. Furthermore, I am satisfied from the testimony of the Landlord's Agent, Mr. Bartolome the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex willfully or negligently caused undue damage as outlined in the N5 notice on a balance of probabilities.
7. The Landlord has incurred reasonable costs of \$34,968.95, as submitted into evidence, to repair the damage due to the various flooding and mold remediation of the rental unit and is entitled to receive \$34,968.85 from the Tenant.
8. The Landlord's Agent, Audrey Egan, a community support worker for the Landlord were working with the Tenant who seemed receptive to the Landlord's services and working and planning to stop these similar issues and damages from continuing.

9. The Landlord did not seek an eviction but sought an extended time to pay order with s78, given the Tenant have been long term Tenant. The Landlord sought \$100.00 per month, as well as a condition that the Tenant does not cause any further incidents that lead to flooding unit, by leaving the bathroom and or kitchen faucet running with a s78 clause.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I 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.
12. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
13. This order, with specific conditions that are required for the Tenant to comply with to continue their tenancy.
14. The Tenant must choose between keeping their home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.
15. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
16. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meet the condition set out below.
2. The Tenant shall pay the Landlord \$34,968.95, which represents the reasonable costs of repairs incurred by the Landlord due to the damaged caused by the Tenant. The Tenant shall pay \$100.00 per month towards these reasonable costs commencing March 1, 2026 and continuing on a first of the month on a monthly basis until said costs are paid to the Landlord in full to March 1, 2055.
3. The Tenant shall also cease any activity that causes flooding in the rental unit, including but not limited to allowing the kitchen and bathroom faucets to be left on, for the remainder of the tenancy.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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 Tenants.

5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant owes the Landlord \$35,154.95.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 1, 2055, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2055 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Panagiotis P. Roupas
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.