



Order under Section 69 Residential Tenancies Act, 2006

Citation: YORK REGION HYI Housing v Morales-Nunez, 2026 ONLTB 11510

Date: 2026-02-09

File Number: LTB-L-066161-25

In the matter of: 102, 17 THE QUEENSWAY s
KESWICK ON L4P0G2

Between: YORK REGION HYI Housing Landlord

And

Jose Morales-Nunez Tenant

YORK REGION HYI Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Jose Morales-Nunez (the 'Tenant') because:

- 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

This application was heard by videoconference on November 18, 2025.

Only the Landlord's Agents, Anne Marie Cheung and Christopher Aaron Nantel, attended the hearing.

As of 11:04 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. On July 2, 2025, the Landlord served the Tenant an N5 notice of termination (N5 notice). Service was effective five days later, on July 7, 2025. The grounds for the N5 notice were that the Tenant or someone visiting or living with the Tenant had wilfully or negligently damaged the rental unit or the residential complex. The N5 notice alleged the tenant caused undue damage to the stove on two occasions, as well as the kitchen counter, cabinets and walls, as a result of two fires on June 24, 2025, and March 9, 2025, in the rental unit.

2. For ease of convenience, the Board's N5 form can be used for multiple different notices of termination. It is the prescribed form for landlords to use when the landlord is seeking to terminate the tenancy for cause under sections 62, 64, 67 and 68 of the *Residential Tenancies Act, 2006* (the 'Act').
3. The grounds for eviction in sections 62 and 64 the Act are subject to a tenant's right to void the notice by ceasing the behaviour complained of or complying with its requirements within a 7-day voiding period. Notices under section 68 are often referred to as "second notices" because a landlord cannot use that provision to serve a notice unless a tenant has previously been served a voidable notice within the previous six months.
4. In the case at hand, the damages alleged under the N5 notice (under section 62 of the Act) are valid. It is uncontested that the Tenant did not repair the damage alleged in the N5 notice nor did he compensate the Landlord for the cost of repair. I therefore find that the tenant did not void the N5 notice with respect to the undue damage in accordance with section 62(3) of the Act.
5. At the hearing the Landlord's Agents, provided uncontested testimony that on March 9, 2025, and June 24, 2025, the Georgina Fire attended the rental unit, as a result of fires that commenced in the kitchen on March 9, 2025, and June 24, 2025 upon inspection of the unit, it was discovered there was undue damage to the rental unit, and both times it had appeared that the fire commenced as a result of the stove being left on or unattended while cooking.
6. The Landlord's Agent Mr. Nantel, further provided uncontested testimony and submitted evidence presenting that the damage to the rental unit was as follows:
 - a. The stove was replace on two occasions at a cost of \$621.50 each time for total of \$1,243.00
 - b. fire clean up in the amount of \$9,017.40.
 - c. kitchen countertop, kitchen cabinet replacement and painting and ceiling repair in the amount of \$6,938.20.
 - d. a damaged front door \$3,213.92
7. The Landlord's Agent Mr. Nantel, provided uncontested testimony and substantiating documentation that the cost to repair the abovementioned damages exceeded \$20,412.52, however given the N5 notice only sought \$17,863.00 for the aforesaid damages that is what the Landlord was in fact seeking from the Board.
8. Mr. Nantel further testified that the Tenant vacated the rental unit on or about September 9, 2025, due to his health conditions, however his belongings are still in the rental unit, and he has not provided the keys to the rental unit, so the Landlord's position is that the Tenant still retains possession of the rental unit.
9. It is uncontested that the Tenant did not pay the Landlord within 7 days of receiving the N5 notice. I therefore find that the Tenant did not void the N5 notice by paying the Landlord for the cost to repair the damages.

10. Based on the uncontested testimony of Landlord's Agents, I am satisfied, on a balance of probabilities, that the Tenant or an individual visiting or living with the Tenant caused the undue damage to the rental unit.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Section 83

13. The Landlord's Agents requested a standard order terminating the tenancy between the Landlord and Tenant. I have considered all the disclosed circumstances in accordance with subsection 83 of the Act, specifically that the Landlord is not aware of any circumstances of the Tenant to warrant a finding that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. As the Tenant did not attend and no other circumstances were presented to me, I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
16. This order contains all of the reasons within it and no further reasons will be issued.

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 20, 2026.
2. If the unit is not vacated on or before February 20, 2026, then starting February 21, 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 21, 2026.
4. On or before February 20, 2026, the Tenant shall pay to the Landlord \$17,863.00, which represents the reasonable costs incurred in repairing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$18,049.00

7. If the Tenant does not pay the Landlord the full amount owing in paragraph 6 on or before February 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026

Date Issued

Panagiotis P. Roupas

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 21, 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.