



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

File Number: LTB-L-062565-25

In the matter of: 105, 2356 ISLINGTON AVE
ETOBICOKE ON M9W3X3

Between: ISLINGTON APARTMENTS INC.

Landlord

And

Fransisco Cordoba

Tenant

ISLINGTON APARTMENTS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Fransisco Cordoba (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; and
- 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 applied for an order requiring Fransisco Cordoba (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 13, 2026.

The Landlord's agent Joseph, the Landlord's witness, Angelo Valentini, the Tenant's support, Vanessa Baez Marquez, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On July 9, 2025, the Landlord gave the Tenant an N5 notice of termination (the “N5”) with a termination date of July 30, 2025. The reasons for the N5 were that the behaviour of the Tenant or the behaviour of someone visiting or living with the Tenant has substantially interfered with another tenant’s or the Landlord’s reasonable enjoyment of the residential complex and/or their lawful rights, privileges, or interests and that 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.
4. The Landlord did not serve a second N5 notice of termination on the Tenant. The Landlord’s application is based on the N5 served on July 9, 2025.
5. The notice of termination contains the following allegations: On July 4, 2025, the Landlord inspected the rental unit and found that the Tenant damaged the rental unit. Specifically, the Landlord alleged the carpet in the rental unit had deep stains and a foul odour; the bathroom is in a state of serious disrepair with missing tiles and rusted and corroded tub; there is water damage to walls adjacent to window; the hanging bar in the bedroom closet is severely bent and compromised and the heating radiators are visibly battered and damaged. The Landlord is claimed \$9,500.00 for costs to repair the damaged property.
6. The “substantial interference” ground for termination is set out in subsection 64(1) of the *Residential Tenancies Act 2006* (the “Act”), which states:

“A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant”.
7. The “wilful/negligent damage” ground for termination is set out in subsection 62(1) of the Act, which states as follows:

62. (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.

Landlord’s evidence

8. The Landlord, Joseph Hachon (JH) testified that the unit was first entered on May 29, 2025, following reports from a pest control company and a plumber of an unbearable odour in the unit. The Landlord testified that during this visit the Tenant raised concerns regarding major bathroom repairs for the first time since the Landlord purchased the building in 2019.

9. The Landlord testified that they were shocked by the condition of the bathroom, areas adjacent to the windows, the living room carpet, and other components of the rental unit, which they believe had deteriorated due to long-term neglect and misuse. The Landlord testified that they had not previously received written notice of these maintenance issues.
10. The Landlord further testified that a second inspection took place on July 4, 2025, coordinated through the City of Toronto's bylaw enforcement unit following a request by the Tenant. During this inspection, the Landlord documented conditions they attributed to damage caused by the Tenant, four occupants, and a large dog.
11. The Landlord alleged that the carpet was damaged due to repeated dog urination, that the bathroom deterioration was caused by careless water use, that window and wall damage resulted from leaving windows open during rainfall, that excess humidity caused condensation and mold, and that additional damage was caused to a closet bar and heating radiators. The Landlord testified that the dog urination caused corrosion on all metal surfaces in the rental unit, specifically door hinges, the radiator, and the metal around the windows.
12. The Landlord submitted photographs from March 11, 2019, taken during the purchase of the building, and photographs from 2025, and claimed \$9,500.00 in damages. These pictures show what the rental unit looked like upon purchase and to present day what the unit looks like.

Landlord witness

13. The Landlord called Angelo Valentini (AV) his general contractor as a witness. AV testified that on June 24, 2025, he went to the rental unit to repair the tile in the bathroom. While in the rental unit the smell was so bad, he compared it to a strong ammonia smell. It hurt his eyes and his lungs and submitted that the air quality was unstable. AV testified that they think the strong ammonia smell from the animal urine corroded all the metal in the rental unit as there is acid in animal urine.

Tenant's Evidence

14. The Tenant testified that the rental unit was formerly a garage that had been converted into a residential unit, and that it suffers from poor ventilation, excessive humidity, and chronic condensation.
15. During the hearing, the Tenant demonstrated that the walls were spongy and damp, and that heavy condensation accumulated on the windows had pooled along the window frames.
16. The Tenant testified and the Landlord did not dispute that they contacted 311, which resulted in the City of Toronto attending the unit on July 4, 2025, and issuing compliance orders to the Landlord for items in disrepair.
17. The Tenant acknowledged having a dog and testified that when the dog was a puppy, it urinated on the carpet prior to being house-trained. The Tenant testified that this occurred approximately three years earlier, in 2022, and denied ongoing issues.

18. The Tenant testified that they undertook cleaning the unit at their own expense on June 21, 2025, and again on September 24, 2025, in response to concerns raised by the Landlord.
19. The Tenant also relied on a prior Board order (LTB-L-044547-25), which allowed the tenancy to continue on the condition that the odour be addressed by December 31, 2025. The Tenant asserts that this was completed.

Analysis and Findings

20. Under section 20(1) of the Act, a landlord is responsible for maintaining the rental unit in a good state of repair and fit for habitation, having regard to its age, character, and location.
21. Under sections 62 and 64 of the Act, the Landlord bears the burden of proving, on a balance of probabilities, that the Tenant wilfully or negligently caused undue damage to the rental unit, or substantially interfered with the Landlord's reasonable enjoyment of the residential complex or their lawful rights, privileges or interests.
22. While the Landlord submitted evidence of deterioration and damage within the unit, I am not satisfied that the Landlord has established that the condition of the unit was primarily caused by the Tenant's conduct rather than by long-standing moisture, ventilation deficiencies, and building conditions.
23. I accept the Tenant's evidence that the unit suffers from poor ventilation and chronic condensation. This evidence is supported by the Tenant showing me the issues with her camera during the hearing, and the City of Toronto's attendance and resulting compliance orders issued to the Landlord.
24. With respect to the allegation that dog urine fumes caused corrosion to walls, door frames, fixtures, and other components of the unit, I do not find this allegation proven on a balance of probabilities. There was no expert or technical evidence establishing that fumes from dog urine would cause the widespread corrosion and deterioration of the rental unit alleged by the Landlord. I do not find that AV was an expert in this field as he testified, he was a general contractor.
25. While I accept that the carpet was damaged and that the Tenant acknowledged past pet-related staining, the evidence does not establish that this damage rose to the level required to justify termination of the tenancy, particularly where the Landlord's own maintenance obligations and building conditions significantly contributed to the unit's state. Therefore, I do not find that the test under 62/64 was satisfied because the damage was not undue and/or any interference was not substantial.
26. The Landlord's claim for \$9,500.00 in damages is not supported by sufficient evidence linking the alleged damage directly to negligent or wilful conduct by the Tenant, as required under the Act.
27. Based on the totality of the evidence, I find that the Landlord has not met the burden of proof required under the Act.

It is ordered that:

1. The Landlord's application is dismissed.

February 4, 2026
Date Issued

Teresa Hunt
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.