Order under Section 69 / 89
Residential Tenancies Act, 2006

File Number: LTB-L-053862-25

In the matter of: 2903, 5 DUFRESNE CRT
Toronto ON M3C1B8

Between: Centurion Property Associates Inc — Landlord

And

Qambar Ali Qadam — Tenant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Qambar Ali Qadam (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.

Centurion Property Associates Inc (the 'Landlord') also applied for an order requiring Qambar Ali Qadam (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 October 23, 2025.

The Landlord's legal representative, Martin Zarnett, the Landlord's agent, Maksim Munkaj and the

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 effective February 28, 2026.

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Landlord's application is predicated on a N5 notice of termination (N5 notice) and a N7 notice of termination (N7 notice of termination), both served on June 23, 2025 and containing the same details. Both the N5 notice and N7 notice have a termination date of July 18, 2025.

Substantial Interference/Wilful Damage

4. The Landlord alleges that on February 17, 2025 at approximately 9:41 a.m., the Tenant's occupant kicked the elevator call button in the basement of the residential complex, causing the elevator call button to break.

5. The Landlord submitted video evidence to substantiate the allegations which show the occupant pressing the call button twice and then proceeding immediately afterwards to kick the call button resulting in the call button falling off. The occupant is then seen entering the elevator.

6. Although the Tenant did not deny that it was his occupant that caused the damage, he stated that it was an accident and the occupant got stuck in the elevator two days prior to the incident and that the occupant's behavior is not what caused the elevator call button to break, but rather that the elevator was already malfunctioning. He stated that the Tenant was upset.

7. The N5 notice requests the out-of-pocket expenses in the amount of $662.80, representing the costs to repair the elevator call button that the Landlord incurred because of the wilful damage caused by the Tenant's occupant. This amount was to be paid within seven days of the N5 notice being served and no payment was made by the Tenant to compensate the Landlord for the damages incurred. Subsequently, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

8. The N7 notice is based off the same allegations in the N5 notice regarding the incident involving the Tenant's occupant and the damage to the elevator call button that occurred on February 17, 2025, alleging that the occupant willfully caused damage.

9. I find that the Tenant's occupant caused wilful damage to the elevator call button on February 17, 2025, as demonstrated by the Landlord's video evidence. The Tenant did not dispute that the damage was caused by his occupant and has not compensated the Landlord for the out-of-pocket costs of $662.80 within the seven-day period required under section 62(3) of the Residential Tenancies Act, 2006. The conduct constitutes substantial interference and wilful damage, justifying termination under the N5 notice. Accordingly, the tenancy is terminated effective July 18, 2025, in accordance with the N5 notice. There is no need to pursue termination under the N7 notice, as the requirements for termination under the N5 have been met and the N7 is based on the same single incident.

10. The Tenant was required to pay the Landlord $5,760.83 in daily compensation for use and occupation of the rental unit for the period from July 19, 2025 to October 23, 2025. The Landlord stated that all rent owing to October 31, 2025 has been paid by the Tenant.

11. Based on the monthly rent, the daily compensation is $59.39. This amount is calculated as follows: $1,806.52 x 12, divided by 365 days.

12. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

13. The Landlord collected a rent deposit of $1,716.53 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of $34.80 is owing to the Tenant for the period from January 1, 2025 to October 23, 2025.

14. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex by kicking the elevator call button on February 17, 2025.

15. The Landlord has incurred reasonable costs of $662.80 to repair the damage.

Relief from eviction

16. At the hearing, the Landlord requested an eviction order, noting that the Tenant has consistently disputed the amount claimed and provided explanations, appearing as justification for the occupant’s conduct. The Landlord's legal representative stated that if a delay in eviction was to be ordered, it was suggested a 45-60 day delay.

17. When asked whether the tenancy should continue, the Tenant did not express any concern regarding the Landlord’s request for termination and indicated that he wants to vacate the unit after the winter months.

18. The Tenant lives with his wife (the occupant) and their two children ages 2 and 4.

19. Due to the date of this order and the Landlord’s request regarding delaying the eviction, the time has lapsed. However, having regard to the conduct and the circumstances of the case, I find that a minimal delay in termination of the tenancy is appropriate.

20. 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, to provide the Tenant additional time to find alternate accommodations for his wife and children.

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 also pay the Landlord compensation of $59.39 per day for the use of the unit starting November 1, 2025 until the date the Tenant moves out of the unit, minus any rent payments or compensation paid by the Tenant.
5. The Tenant shall pay to the Landlord $662.80, which represents the reasonable costs of repairing the damage.
6. The Tenant shall also pay to the Landlord $186.00 for the cost of filing the application.
7. The Landlord owes $1,751.33 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. 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.

February 4, 2026
Date Issued

Christina Philp
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.