



Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006

Citation: Sengar v Yvon Schilling, 2026 ONLTB 1872

Date: 2026-02-10

File Number: LTB-L-074984-25

In the matter of: Basement, 39 EPPS CRES
AJAX ON L1Z1G2

Between: Ashish Singh Sengar Landlord

And

Martin Nicolas Mathieu Yvon Schilling Tenant

Ashish Singh Sengar (the 'Landlord') applied for an order to terminate the tenancy and evict Martin Nicolas Mathieu Yvon Schilling (the 'Tenant') because 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, has wilfully caused undue damage to the premises, and has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on December 16, 2025.

The Landlord, the Landlord's support person (wife), Chitra Kumar, and the Tenant attended the hearing. The Tenant met with tenant duty counsel prior to the hearing.

Determinations:

Preliminary Issues

1. At the outset, the Tenant raised the following preliminary issues:

Deletion of document from Board's file

2. The Tenant advised that he had inadvertently uploaded a document to the Board's file [Doc 6833734] which contained sensitive banking information. He requested that the document be deleted from the Board's file.
3. The Tenant was advised that a request would be made to Board staff to delete the document or hide its contents so that they could not be viewed by anyone other than Board staff.

Closed hearing

4. The Tenant requested a closed hearing because he expected to discuss personal finances and disabilities. As such, he preferred to keep the hearing private.
5. As set out in the Direction of Member Bredin issued on December 12, 2025, hearings at the LTB are generally open to the public, in accordance with s. 9 of the Statutory Powers Procedure Act ("SPPA"). Moreover, s. 2(1) of the Tribunal Adjudicative Records Act ("TARA") requires the Tribunal to make its adjudicative records, which includes evidence and submissions, available to the public.
6. Public access to both hearings and adjudicative records are protected by the open court principle. This principle, which is protected by s. 2(b) of the Canadian Charter of Rights and Freedoms, establishes a strong presumption that hearings are open to the public and that adjudicative records are available to the public: see *Toronto Star v. AG Ontario*, 2018 ONSC 2586 at para.
7. The person seeking to restrict access has the onus to displace the general rule of openness. Limits on the open court principle must be proven on a case-by-case basis, but confidentiality orders will only be made in exceptional cases in order to preserve the integrity of the principle.
8. The test used by courts for imposing limits on the open court principle provides guidance when considering whether to override the principle that LTB hearings should be open to the public: *Toronto Star* at paras. 89-93. The test was recently recast by the Supreme Court of Canada in *Sherman Estate v. Donovan*, 2021 SCC 25. The Court held that a person seeking to limit the open court presumption must establish that:

(1) court openness poses a serious risk to an important public interest;

(2) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and,

(3) as a matter of proportionality, the benefits of the order outweigh its negative effects.

9. In Sherman Estate the Court recognized that privacy can be an important public interest under the discretionary test where it can be demonstrated that protection of human dignity is at risk. Where one's dignity is impaired, the impact on a person is no longer theoretical, but can have real consequences such as psychological distress.

10. Member Bredin determined:

In this case, the Tenant has failed to establish the test outlined by the Court in Sherman Estate with respect to their privacy concerns regarding the disclosure of their information.

It may be that the nature of the information that the Tenant intends to submit as evidence rises to the level outlined in Sherman Estate, such that their dignity would be put at risk through its disclosure. However, I cannot conclude, based on the minimal information that the Tenant has provided in support of their request, that openness in this case poses a serious risk to the administration of justice.

Moreover, the test from Sherman Estate requires a person seeking a confidentiality order to establish that the order sought is necessary because reasonably alternative measures will not prevent the risk posed by openness. In this case the Tenant requests an order restricting public access to the hearing. This order is arguably the most restrictive on the open court principle. The Tenant's request does not address why less intrusive orders would not suffice, such as an order anonymizing their name in the LTB's decision, or an order banning publication of information that could identify the Tenant.

The person seeking to restrict access has the onus to displace the general rule of openness. The open court principle takes primacy over privacy interests; exceptions to openness must be proven on a case-by-case basis: Toronto Star at para. 91.

11. Based on the Tenant's submissions, I am not satisfied that the Tenant's privacy interest outweighs the public interest in the openness in this case. Therefore, the Tenant's request for a closed hearing is denied.

Admissibility of Landlord's documentary evidence

12. The Tenant requested that certain of the Landlord's evidence, namely mail and records related to the Tenant's close friend be deleted. The Tenant alleged that the Landlord had obtained those records illegally.
13. Documents uploaded to the Board's file do not become evidence unless and until they are relied on by a party during the hearing. Given that the documentation had not yet been entered into evidence, no determination on the admissibility of the evidence could be made. If and when the Landlord sought to rely on the documentation, the Tenant could raise an objection at that time.

Landlord's representative did not attend hearing

14. The Tenant requested the Landlord explain why his representative did not attend the hearing and cited the Board's Rule A9(3) which reads as follows:

Where a representative begins or ceases to act for a client, the representative must immediately advise the tribunal and the other parties in writing and provide up-to-date contact information for the party and any new representative. Where a representative ceases to act for a client the tribunal may issue directions to ensure fairness to all parties and to prevent undue delay of proceedings.

15. Given that the Landlord's discussions with his representative are protected by solicitor/client privilege, the Landlord cannot be compelled to explain why his representative did not attend the hearing. Furthermore, Rule A9.1 states that parties may be self-represented. The Landlord was not requesting an adjournment and was prepared to proceed with the application.

Request to combine applications

16. The Tenant stated that he had filed a T2 application (LTB-T-095487-25) for substantial interference and harassment and requested that it be heard together with this application. The Board's file contains a Direction issued on December 4, 2025 denying the Tenant's previous request to combine the applications.
17. The T2 application is not properly before me. Therefore, the Tenant's request to combine the applications would require an adjournment of this application for which the parties are present and prepared to proceed. Since there is no new evidence before me that hearing the applications separately will result in inconsistent findings and the Tenant is not barred from proceeding with his T2 application, I exercised my discretion to deny the Tenant's request to combine the applications.

Late disclosure of evidence

18. The Tenant stated that the Landlord had served and filed disclosure past the required deadline and requested that the Landlord not be allowed to rely on any documentation filed after December 9, 2025.
19. The Board's Rule 19 deals with disclosure and evidence and reads as follows:

19.1 Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

19.2 Where a party has provided evidence in accordance with Rule 19.1, the other parties must provide any responding documents, pictures and other evidence that

the party intends to rely upon to the other parties and the LTB at least 5 days before the scheduled CMH or hearing.

19.3 At any time before the hearing has been completed, a party may be directed or ordered to disclose and exchange documents or any other material relevant to the proceeding unless the LTB is satisfied the document is privileged.

20. With respect to the Landlord's evidence, the Board's file indicates that the Landlord filed evidence on December 9, 2025 in compliance with Rule 19.1. The Board's file also indicates that the Landlord filed reply evidence in accordance with Rule 19.2.
21. The Board's file indicates that the Landlord filed a copy of the tenancy agreement between the parties on December 12, 2025 which is outside of both Rule 19.1 and 19.2. Given that Rule 19.3 provides me with discretion to direct or order parties to produce documents before the hearing is completed and the Tenant confirmed that he has always had a copy of the tenancy agreement and was familiar with its contents, I exercised my discretion to allow the late disclosure of the tenancy agreement should it become necessary.
22. With respect to the Tenant's evidence, the Board's file indicates that the Tenant filed evidence on December 15, 2025 which was one day before the hearing. The Tenant stated that the evidence responded to the evidence the Landlord filed on December 11, 2025 (i.e. the Landlord's reply evidence) and that it was not possible for him to compile the evidence earlier.
23. Essentially, the Tenant seeks to enter reply evidence to the Landlord's reply evidence one day before the hearing. The Landlord objected to the Tenant's late disclosure, stating that he had not had an opportunity to review it.
24. Given that the Tenant was the party seeking to omit the Landlord's evidence which he perceived was late disclosure (which evidence was, in fact, served within the stipulated timelines), I exercised my discretion to refuse the Tenant's evidence that was served and filed on December 15, 2025, being outside of the stipulated timelines.

Rent deposit

25. The parties agreed that the Tenant paid a last months' rent deposit in the amount of \$1,500.00 on May 1, 2023.
26. The Tenant stated that the Landlord's representative was corrupt and had deliberately omitted the last months' rent deposit from the application and, as such, the application should be dismissed.
27. The Landlord stated that the omission was an error on the part of his former representative and that he was agreeable to amending the application to include the last months' rent.
28. Given that there is no prejudice to the Tenant in amending the application to include his last month's rent deposit, I exercised my discretion to amend the application to include the last month's rent deposit of \$1,500.00 paid by the Tenant on May 1, 2023.

The Application

29. As explained below, the Landlord has proven, on a balance of probabilities, the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant will be terminated.
30. The Landlord has not proven on a balance of probabilities the claim for compensation in the application. Therefore, that portion of the application is dismissed.
31. The Tenant was in possession of the rental unit on the date the application was filed.
32. The rental unit is a two-bedroom apartment located in the basement of the Landlord's detached home. The Landlord, his wife and child live in the main/upper unit of the residential complex.
33. Access to the rental unit is through an interior door from the garage. The Tenant enters the garage through an exterior door located at the side of the main entrance to the home.
34. The Tenant lives in the rental unit with a roommate.
35. On August 27, 2025, the Landlord gave the Tenant an N7 notice of termination alleging that:
 - a) The Tenant's roommate had been involved in an altercation on July 24, 2025 which posed a serious safety concern for the Landlord and required police attendance;
 - b) The Tenant's roommate verbally threatened the Landlord on August 3, 2025;
 - c) The Tenant had willfully caused damage to the driveway and garage floor;
 - d) The Tenant refused access to the rental unit for maintenance;
 - e) The Tenant used the garage which was not included in the tenancy agreement;
 - f) The Tenant had created unsanitary conditions by spitting on the property; and
 - g) The Tenant parked two vehicles in the driveway, when the tenancy agreement only allowed one parking space, blocking the Landlord's access and use of the driveway.

Serious impairment of safety

Tenant's roommate

36. The Landlord stated that he told the Tenant he could have a roommate as long as the Tenant provided him with the roommate's name and relevant information. The Landlord stated that despite the Tenant's roommate living in the unit for over two years, the Tenant has refused to provide the relevant information.
37. The Landlord produced copy of a police bulletin dated January 11, 2017 [Doc 6970091] which states they are looking for Stefan Luke Ruddock-Woolnough for alleged assault. The Landlord then produced a copy of an envelope addressed to Stefan Luke Ruddock-Woolnough at the rental address [Doc 6970091].

38. The Landlord stated that he believes the Tenant's roommate is the same person identified in the police bulletin and that he poses a serious safety concern for the Landlord's family.
39. The Tenant stated that he was not certain of his roommate's full legal name and as such, could not confirm if the person identified in the police bulletin was his roommate.

July 24, 2025 incident

40. The Landlord stated that on July 24, 2025, the occupant was involved in a heated confrontation that resulted in a police attendance. He admitted that the incident did not occur on the residential property, but rather on adjacent property.
41. Section 66(1)(b) of the Act provides that:

A landlord may give a tenant notice of termination of the tenancy if,

(a) ...

(b) The act or omission occurs in the residential complex.

42. Given that this incident did not occur on the residential property, I declined to consider this evidence.

August 3, 2025 incident

43. The Landlord stated that the garage is a single car garage and that use of the garage, including power outlets, is for the Landlord's exclusive use. The Tenant is only allowed to use the garage to access the rental unit. The Landlord produced a copy of the tenancy agreement [Doc 6982750] which confirms that the garage is not included as part of the rental unit.
44. The Landlord stated that on August 3, 2025, he discovered that the Tenant's roommate had unplugged the Tenant's charging cable from his car and plugged in his own extension cord so that he could work on his vehicle which was parked on the road. When the Landlord confronted the Tenant's roommate, he came aggressive towards the landlord, uttering profanities. This made the Landlord very uncomfortable and afraid.
45. The Tenant stated that his roommate told him that the Landlord unplugged his extension cord while he was working on his car which created a safety issue. He said his roommate told him that the Landlord then approached him yelling and screaming and acting aggressively which was inappropriate. The Tenant confirmed that he was not at the residential property when this incident occurred.

Analysis

46. Based on the evidence before me, I am not satisfied that the Tenant or another occupant of the rental unit has seriously impaired the safety of the Landlord or his family. I say this for the following reasons.

47. With respect to the name of the Tenant's roommate, while I do not find it credible that the Tenant is not aware of his roommate's legal name or identity, there is no evidence before me that the Tenant's roommate has impaired the safety of the Landlord or his family. The mere fear of impairment of safety or the potential for future impairment of safety is insufficient.
48. With respect to the August 3, 2025 incident, the Tenant did not call his roommate, who was the person with actual knowledge of the incident, as a witness. Instead the Tenant relied on hearsay evidence. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. I find that the hearsay evidence was neither reliable nor necessary. The Tenant did not provide any reason as to why his roommate could not attend the hearing to present direct evidence, and the Tenant had no direct knowledge of the incident.
49. In light of the above, I prefer the Landlord's evidence that it was the Tenant's roommate who acted aggressively towards the Landlord and used foul language. There is nothing before me, however, to indicate that the Tenant's roommate threatened the Landlord or did something that impaired the safety of the Landlord or his family. While the incident was no doubt uncomfortable for the Landlord, it does not, in my view, rise to the level of serious impairment of safety.
50. Therefore, I find that the Landlord has not proven that the Tenant or another occupant of the rental unit has seriously impaired the safety of the Landlord.

Wilful Damage

Driveway

51. The Landlord stated that the Tenant's parked a red car the driveway which he knew was leaking oil causing oil to leak onto the driveway. The Landlord produced three photographs of the Tenant's car [Doc 6350778, pages 18, 19 and 20] which he stated he took in June 2025. The photographs show that that the Tenant's car was damaged on one front end and confirm several large oil spills on the driveway.
52. The Landlord stated that the Tenant moved his car onto the road and tried to clean the oil off the driveway. He said the Tenant's cleaning attempts did not alleviate the oil spills and ended up causing more damage because of the scraping he did.
53. The Landlord stated that on August 24, 2025, the Tenant moved the red car back into the driveway. The Landlord state that the oil continued to leak and actually ran onto his neighbour's driveway, causing damage to that driveway as well.
54. The Landlord stated that he expects it will cost approximately \$2,000.00 to remove the oil stains from his driveway, although he admitted that he was not basing that amount on any estimate he had received.
55. The Tenant did not deny that his car had mechanical issues and that oil leaked from it onto the driveway. He stated that although he moved it back into the driveway, he knew it would

not continue to leak because he had not added more fluid. As such, he denied that he was wilfully causing damage to the Landlord's driveway by moving his inoperable car back onto the Landlord's driveway.

56. The Tenant stated that it did not make sense for him to have the oil stain removed from the driveway until his car was fixed because it was possible that additional fluid might leak onto the driveway. I infer this to mean that he did not want to pay to have the driveway repaired, only to have his car leak oil and force him to pay for a second cleaning.
57. The Tenant stated that he could not repair his car on the road because if it was parked on the road, he would receive parking tickets.

Garage

58. The Landlord stated that the Tenant also stored a replacement car engine in his garage without the Landlord's consent which caused oil stains in the garage. He admitted, however, that he did not know if the stains in the garage were still there.
59. The Tenant denied that he had caused any damage to the floor of the garage.

Analysis

60. For the following reasons, I find that the Landlord has not proven that the Tenant has wilfully caused undue damage to the rental unit by moving a vehicle he knew or ought to have known was leaking oil onto the Landlord's driveway. There was no evidence before me that the Tenant knew his vehicle was leaking oil before it was initially placed on the Landlord's driveway.
61. While the Tenant did not deny that his car leaked oil onto the driveway, there is insufficient evidence before me to determine that it was continuing to leak oil when the Tenant moved it back onto the driveway after it had been parked on the road. While the Tenant did not deny that there was the possibility of additional oil leaking that if he added new fluid to the vehicle, he stated that he had not done so and that it was not leaking oil.
62. With respect to the garage, the Landlord admitted that he did not know if the stains in the garage were still there and he did not produce any documentary evidence, such as photographs, of any damage to the floor of the garage.
63. Lastly, the Landlord failed to prove the amount of damages he claimed to repair the oil spill on the driveway. He admitted that he estimated that amount and had no documentary evidence to support how he arrived at that amount.

Substantial Interference

Denying access to the unit for maintenance

64. The Landlord stated that when the Tenant advised him that the washer and/or dryer were not working, he arranged for a technician to attend at the unit to investigate. He stated that despite providing proper twenty-four hours notice, neither the Tenant nor the Tenant's

roommate would open the door. The Landlord stated that the Tenant gave no explanation as to why he would not open the door.

65. The Landlord produced an email dated December 5, 2025 from his appliance technician, Arshad Mahmood [Doc 6958724, page 6] which states that the Tenant did not open the door to the basement unit on April 1, 15, July 22 and August 5.
66. The Tenant stated that he works a lot and that he was never home during the scheduled maintenance visits. He stated that while his roommate may have been home, he may have been indisposed or had earphones on which may have caused him not to open the door quickly enough before the Landlord's technician departed. He stated that access to the unit for maintenance was, for the most part, granted and that any refusal of entry was unintentional.

Using garage without consent

67. The Landlord stated that despite repeated requests that the Tenant stop using the Landlord's garage, the Tenant continued to store tools, three bicycles and multiple boxes in the Landlord's garage. He denied that he gave permission to the Tenant to store items on the shelves or could store bicycles in the garage.
68. The Tenant stated that the Landlord gave him permission to use some of the shelf space in the garage to store items, as well as two bicycles and an e-bike. He produced a text message dated September 19, 2023 [Doc 6861551, page 8] from the Landlord to the Tenant (i.e. four and a half months after the Tenant moved into the unit) which shows a picture of the of some wooden shelves in in the garage and assorted bicycles. The Tenant stated that the text message confirms that the Landlord has allowed him storage space in the garage. The text from the Landlord says,

Martin, you may want to keep top boxes down, as there is wooden sheet which has been kept on top that is not fixed. Those boxes may fall down

Spitting

69. The Landlord stated that he has observed multiple incidents of the Tenant spitting on the front porch or in the front yard of the residential property. He stated that he has a three-year-old child and that the Tenant's spitting creates unsanitary conditions for his child. He admitted, however, that he has not seen the Tenant or his roommate spitting in the last few days.
70. The Tenant admitted that the Landlord had raised the issue of spitting on the property a couple of times, stated that he advised him roommate about it and that there have been no further incidents for months.

August 24, 2025 incident

71. The Landlord stated that the tenancy agreement [Doc 6982750] confirms that the Tenant is entitled to one parking spot on the driveway. He stated that on August 24, 2025, the Tenant moved his damage red car back onto the driveway, placing it directly in front of the garage, despite knowing that it was leaking oil and would continue to cause damage to the driveway.

He said that the Tenant then parked a second car (i.e. grey) in front of the red car. The Landlord produced photographs [Doc 6350778, pages 15 and 16] confirming same.

72. The Landlord stated that parking two cars on the driveway substantially interferes with the use of the driveway by the Landlord and his wife. He stated that it is very difficult for them to park their car in the driveway without running over the grass on the boulevard. Furthermore, the Tenant's actions have prevented them from buying a second vehicle which the Landlord's wife now needs for work and their child's activities.
73. The Landlord stated that after the Tenant ignored his repeated requests to move one of the cars from the driveway, he got fed up and called by-law enforcement. He said that a by-law officer attended the property and issued a ticket for the grey car on September 30, 2025.
74. The Landlord stated that after the Tenant's roommate found the parking ticket, he started banging on the Landlord's front door. The Landlord produced a video of the Tenant's roommate ringing the Landlord's doorbell, trying repeatedly to open the locked screen door and then banging on the door [Doc 6958759].
75. The Landlord testified that when he did not open his door, the Tenant's roommate entered the garage. Shortly thereafter, the Landlord's security camera and his internet stopped working. Upon investigation, he discovered the security camera cable and the internet modem were missing and his EV cable for charging the car had been cut. He stated that the Tenant's roommate caused this damage intentionally.
76. The Landlord stated that he called the police after this incident and although he has requested the police report, he had not received it by the date of this hearing.
77. The Landlord stated that he works from home and needs internet for that work. As such, he arranged for a new modem to be installed inside the home instead of the garage, which cost him \$250.00. He stated that he has not replaced the security camera cable or the EV cable because they are expensive and he worries that the Tenant or his roommate will simply remove or cut them again. As a result, he can no longer charge his car at home and the lack of a security camera has compromised the safety of his family.
78. The Landlord produced an undated video [Doc 6958727 and] of the Tenant's roommate standing in front of the Landlord's front door, trying to peer inside the Landlord's unit. The Landlord stated that this behaviour had made him very uncomfortable and worried about the safety of his wife and child, especially since he believes the Tenant's roommate to be a person who was charged with assault in 2017.
79. The Tenant admitted that he has parked two cars on the driveway, stating that there was no other solution because street parking is not allowed in Ajax. He admitted that as of the date of the hearing, the second car remains in the Landlord's driveway.
80. The Tenant confirmed that he was not present at the unit on September 30, 2025 when his roommate was banging on the Landlord's door or trying to open the screen door. He stated that his roommate never discussed the incident with him and he has no knowledge of the issues with the internet modem, security camera or EV cables. He disagreed, however, that the incident of his roommate trying to open the screen door constituted attempted forced entry into the Landlord's unit.

81. The residential property contains three or fewer residential units and that the Landlord lives in the building.

Analysis

82. With respect to denying entry into the unit for scheduled maintenance, I am satisfied that the Tenant or an occupant of the Tenant's rental unit denied access to the rental unit. The Tenant did not deny that notices of entry were served. While he stated that he was not home, he did not deny that his roommate was home. His roommate did not attend the hearing to testify as to why he did not open door.
83. With respect to storing items in the garage, I find it more likely than not that the Landlord allowed the Tenant to store items on the wooden shelves in the garage. The text message produced by the Tenant suggests, in my view, that the Landlord is allowing the Tenant to store some items on the shelving in the garage. There is no evidence before me that the Landlord requested the Tenant to remove bicycles from the garage.
84. With respect to the spitting, there is insufficient evidence before me that this issue continues.
85. With respect to parking, I am satisfied that the Tenant is parking two cars in the driveway despite his lease confirming that he is only entitled to one parking space and that this behaviour is affecting the Landlord's ability to park his own vehicle. I am satisfied that the Tenant has refused to move the second car and that it is impeding the Landlord's plans to purchase a second vehicle.
86. With respect to the incident that occurred on September 30, 2024, I find it more likely than not that the Tenant's guest removed the internet modem, removed the cables for the security camera and cut the EV cables in the garage. I find it suspicious that after the Tenant's roommate received a parking ticket, he was seen banging on the Landlord's door, trying to open the screen door and when the Landlord did not respond, his internet, security camera and EV cables are damaged. The Tenant's roommate did not attend the hearing to dispute the Landlord's allegations.
87. I am satisfied that conduct of the Tenant or another occupant of the rental unit, namely denying entry for maintenance, banging on the Landlord's door, attempting to open the screen door, removing the internet modem and security camera cables, and cutting the Landlord's EV cables substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.

Daily compensation and rent deposit

88. The Tenant was required to pay the Landlord \$4,932.00 in daily compensation for use and occupation of the rental unit for the period from September 8, 2025 to December 16, 2025.
89. Based on the monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
90. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

91. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$98.63 is owing to the Tenant for the period from May 1, 2023 to December 16, 2025.

Relief from eviction

92. The Tenant stated that although he is employed and works a lot, it is costing him a lot of money to fix his car. He denied any medical issues but stated that he does have an elderly dog which, I infer, means that it is harder to find another place to live. The Tenant requested at least four to six months to find a new place to live.
93. The Landlord requests that given the conduct of the Tenant's roommate, the tenancy be terminated immediately. He stated that he fears that the Tenant's roommate will continue to retaliate against the Landlord the longer the tenancy continues.
94. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I say this because I find that the actions of the Tenant's roommate in cutting the Landlord EV cables is disturbing. The Landlord stated that he cannot install new cables for his security camera without fear that they will be removed and that this puts his family's safety at risk. There is no evidence before me that the Tenant cannot find another place to live. Furthermore, the Tenant has ignored the Landlord's requests to move his second vehicle from the driveway, even though the tenancy agreement confirms that he is only entitled to one vehicle and that the second vehicle is impeding the Landlord's use of the driveway.

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 21, 2026.
2. If the unit is not vacated on or before February 21, 2026, then starting February 22, 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 22, 2026.
4. The Tenant shall pay to the Landlord \$4,932.00, less any amount paid for rent since September 8, 2025, which represents compensation for the use of the unit from September 8, 2025 to December 16, 2025.
5. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting December 17, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,598.63 which is the amount of the rent deposit and interest on the rent deposit.

8. If the Tenant does not pay the Landlord the full amount owing on or before February 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% annually on the balance outstanding.

February 10, 2026
Date Issued

Karen Gonçalves
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 10, 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.