Order under Section 69 / 89
Residential Tenancies Act, 2006

Citation: Sentinel Road LP v Szablowski, 2026 ONLTB 15690
Date: 2026-02-24
File Number: LTB-L-091804-25

In the matter of: 604, 345 SENTINEL RD
Toronto ON M3J1V2

Between: Sentinel Road LP — Landlord

And

Christopher Szablowski
Jessica Lakatosh — Tenants

Sentinel Road LP (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Szablowski and Jessica Lakatosh (the 'Tenants') 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 Tenants remained in the unit after the termination date.

Sentinel Road LP (the 'Landlord') also applied for an order requiring Christopher Szablowski and Jessica Lakatosh (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on February 4, 2026.

Only the Landlord’s Legal Representative, Sabrina Marchionne and the Landlord’s Agent, Anca Moldoveanu attended the hearing.

As of 10:51 a.m., the Tenants were 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 and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated and the Tenants shall vacate the rental unit by March 7, 2026.

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

3. On September 15, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination alleges substantial interference and damage to the Tenant's front door and contains the following allegations: On May 12, 2025, the police attended at the rental unit and broke down the door to access the unit. The cost to replace the fire rated door was $2,474.70 and this invoice was provided to the Tenant for payment.

   <u>Evidence of Anca Moldoveanu (AM)</u>

4. AM testified that she is the manager of the property at 345 Sentinel Road in Toronto, Ontario. She stated that the only Tenant residing in the rental unit is Christopher Szablowski as she said that the female Tenant moved out of the unit months ago.

5. AM stated that the police attended the residential complex on May 12, 2025 and they were looking for Christopher Szablowski. She was advised by the police that they were searching for illegal drugs.

6. AM stated that the police returned later that day and attempted to enter the unit but the Tenant did not allow entry. The police broke the door to gain entry and the Tenant was arrested on the same date.

7. AM provided pictures of the broken door taken on May 12, 2025 which had to be temporarily enforced with plywood to secure the rental unit. These pictures were found in the Landlord's Evidence Brief, DOC#7244011.

8. AM stated that a new fire-rated door had to be installed at a cost of $2,474.70 and provided an invoice dated August 26, 2025 from Castle Glass & Locks. The invoice was also located in the Landlord's Evidence Brief. AM confirmed that the invoice was paid by the Landlord on September 11, 2025.

9. AM testified that this invoice was served on the Tenant on September 15, 2025 along with the N5 notice of termination. She confirmed that the Landlord had not received any payments from the Tenant for this invoice.

   <u>Analysis</u>

10. Based on the manager's uncontested evidence and the picture of the damaged door of the rental unit, I accept this invoice as reasonable and necessary and I will award the full amount of $2,474.70. These are the reasonable costs that the Landlord incurred to

replace the Tenant's front door which occurred as a direct result of the activities that took place on May 12, 2025.

11. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Daily Compensation and Rent Deposit

12. The Tenant was required to pay the Landlord $4,820.40 in daily compensation for use and occupation of the rental unit for the period from October 11, 2025 to February 4, 2026.
13. Based on the monthly rent, the daily compensation is $41.20. This amount is calculated as follows: $1,253.27 x 12, divided by 365 days.
14. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of $1,253.27 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of $33.86 is owing to the Tenant for the period from January 1, 2025 to February 4, 2026.
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
17. 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.

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 March 7, 2026.
2. If the unit is not vacated on or before March 7, 2026, then starting March 8, 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 8, 2026.
4. The Tenant shall pay to the Landlord $4,820.40, which represents compensation for the use of the unit from October 11, 2025 to February 4, 2026.
5. The Tenant shall also pay the Landlord compensation of $41.20 per day for the use of the unit starting February 5, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord $2,474.70, which represents the reasonable costs of replacing the damaged property.

7. The Tenant shall also pay to the Landlord $186.00 for the cost of filing the application.
8. The Landlord owes $1,287.13 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.
9. The total amount the Tenant must pay the Landlord is $6,193.97.
10. If the Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Carrie Bertrand
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 8, 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.