



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

File Number: LTB-L-067195-25

In the matter of: APT 2, 128 MAPLEWOOD AVE
HAMILTON ON L8M1X2

Between: Gabriel Abbiento Landlords
Maria Abbiento

And

Jennifer Opalinski Tenant

Gabriel Abbiento and Maria Abbiento (the 'Landlords') applied for an order to terminate the tenancy and evict Jennifer Opalinski (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 Landlords 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 Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

Gabriel Abbiento (the 'Landlords') also applied for an order requiring Jennifer Opalinski (the 'Tenant') to pay the Landlords' reasonable out-of-pocket costs the Landlords have 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.

Gabriel Abbiento (the 'Landlords') also applied for an order requiring Jennifer Opalinski (the 'Tenant') to pay the Landlords' 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 Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on November 19, 2025.

The Landlords, the Landlords' Witness, Michael Whiteside and the Tenant attended the hearing.

Determinations:Preliminary Issue – Second N5

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. However, I find that it would not be unfair to grant relief from eviction subject to the conditions set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 21, 2025, the Landlords gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlords were allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act). The first N5 notice alleges that the Tenant has:
 - Called the police on children for using the main entrance to the residential complex
 - Used derogatory language describing the building to new tenants making them feel unsafe.
 - Threatening and using racial slurs to another tenant in the residential complex
 - Willfully or negligently caused undue damage to the rental unit by breaking a closet mirror door.
4. On July 28, 2025, the Landlords gave the Tenant a second N5 notice of termination. The notice of termination alleging that on July 21, 2025 the Tenant “said awful things” to another tenant in the residential complex and on July 23, 2025, the Tenant made “nasty comments” towards the Landlords’ staff.
5. Subsection 68(1) of the *Residential Tenancies Act, 2006* (the ‘Act’) allows the Landlords to serve a second N5 notice of termination if there is a further contravention of the Act. Section 68(1) requires that the conduct alleged in the second N5 notice to have occurred more than 7 days but less than 6 months after the first N5 is served. Subsection 68(1) of the Act states:
 - (1) A landlord may give a tenant notice of termination of the tenancy if,
 - (a) a notice of termination was given to the tenant under section 62, 64 or 67; and
 - (b) **more than seven days** but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61 (2) (a).

6. As the conduct alleged in second N5 occurred less than seven days after the first N5 notice under sections 62 and 64 of the Act, the second N5 notice is defective.
7. When I announced my finding to the Landlord, they indicated that they wished to amend their application to an L2 application based on their first N5 notice. The Tenant did not dispute receiving the first N5 notice, nor was the Tenant confused about the conditions to void the first N5. As there was no prejudice to the Tenant in proceeding and as the application was filed within 30 days of the termination date set out in the first N5 notice, I proceeded with the L2 application based on the 1st N5 notice.

Substantial Interference

1. Section 64 of the Act states:

(1) 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.

...

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

6. The Landlord claims in its second N5 notice that on July 23, 2025, the Tenant made nasty comments to workers at the building. However, the Landlord led no evidence regarding the Tenant's conduct on July 23, 2025 or any other incidents during the seven day voiding period between July 22, 2025 and July 29, 2025. The Landlord has not proven that the Tenant failed to void the first N5 notice. As the N5 notice is void and the L2 application for termination based upon substantial interference must be dismissed.

Undue Damage to Closet Mirror Door

2. It was undisputed that the Tenant has not voided the notice of termination under this section by repairing or replacing the broken door or by paying the amount to replace the broken door. As a result, I find that the Tenant has not voided the notice of termination.
3. The Landlord, Gabriel Abbiento ('GA') testified that on July 14, 2025, the Landlords' maintenance staff inspected the rental unit and observed that the Tenant had caused undue damage to the closet mirror door, which he estimates it will cost \$500.00 to replace plus an additional \$300.00 to install the door. GA testified that the estimate was based on the fact that he is a contractor. A photo of the damage to the door was entered as evidence by the Landlords. GA testified that the Tenant subsequently advised the Landlords that the door was damaged by the Tenant slamming it shut.

4. The Tenant testified that the sliding mirror door had come off the track and that she informed the Landlords about this issue. The Tenant testified that she removed the door as she felt it was a safety issue but had dropped the door while moving it.
5. Based on the evidence before me, I am satisfied that the Tenant negligently caused undue damage to the sliding door.
6. The Landlords did not provide any supporting evidence regarding the reasonable cost of replacing the damaged door. In the absence of such supporting evidence, such as an estimate or invoice, I find it reasonable to award \$500.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 – Relief from Eviction

8. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
9. While the Tenant testified that she is not able to pay the costs to replace the sliding closet door, as she receives ODSP and her elderly mother who resides with her receives Old Age Security payments, as I have found that the Tenant did negligently cause undue damage to the door, the Tenant will be ordered to pay this amount.
10. However, given the Tenant's circumstances, I find that it would not be unfair to grant relief from eviction by providing the Tenant some additional time to seek financial assistance to pay the amount to replace the door and to pay the amount to comply with the conditions as set out below.

It is ordered that:

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before April 30, 2026, the Tenant shall pay to the Landlords \$500.00 which represents the cost of replacing the damaged property.
3. If the Tenant fails to comply with the condition set out in paragraph 2 of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing on or before March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026 at 4.00% annually on the balance outstanding.

February 20, 2026
Date Issued

Christopher Lin
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.