



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

File Number: LTB-L-024602-25

In the matter of: 7, 125 VAUGHAN RD
YORK ON M6C2L9

Between: CommunitiCare Health Landlord

And

Sean Freeman Tenant

CommunitiCare Health (the 'Landlord') applied for an order to terminate the tenancy and evict Sean Freeman (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

CommunitiCare Health (the 'Landlord') applied for an order requiring Sean Freeman (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 February 19, 2026. The Landlord's Agent's, E. Perlaki, and the Landlord's Legal Representative, N. Kilingerberg, attended the hearing.

The Tenant's Agent, S. Mulraney, a case manager from The Neighbourhood Group, attended on behalf of the Tenant. Due to mental health challenges, the Tenant did not give her instructions regarding the hearing when she spoke with him the day prior.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on March 6, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 19, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of March 14, 2025. The Landlord alleged in the notice that on January 21, 2025, they observed a broken window in the rental unit and the unit was not in a reasonable state of cleanliness. The Landlord requested \$996.35 to repair or replace the damaged property.
4. The Landlord's Agent testified that the Landlord incurred costs of \$446.35 to repair the broken windows as demonstrated from the invoice dated January 27, 2025.
5. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The unit remained in a poor state with graffiti scribbled on the wall, and the Tenant did not repair the damage, or pay the Landlord the reasonable costs to repair the damage. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 64(3) of the *Residential Tenancies Act, 2006* (Act).
6. 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.
7. The Landlord incurred reasonable costs of \$446.35 to replace the damaged windows but elected to waive the costs.
8. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from Eviction

10. The Landlord is a supportive housing provider for individuals with substance use issues. The tenancy commenced on January 4, 2022, and the Tenant receives income from the Ontario Disability Support Program (ODSP).
11. The Tenant's Agent revealed at the beginning of the proceeding that the Tenant does not often reside in the rental unit, and shelter plans are in place for him.
12. 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 6, 2026.

2. If the unit is not vacated on or before March 6, 2026, then starting March 7, 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 7, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026, at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Jitewa Edu
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 7, 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.