



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Slimmon, 2026 ONLTB 17258

Date: 2026-02-27

File Number: LTB-L-067620-25

In the matter of: 1009, 295 SHUTER ST
TORONTO ON M5A1W6

Between: Toronto Community Housing Corporation Landlord

And

Adam Calvin Slimmon Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Calvin Slimmon (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 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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Adam Calvin Slimmon (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 December 1, 2025.

Only the Landlord's legal representative Travis King, the Landlord's agent Maryiam Maqsood, and the Landlord's witnesses Nevechaman Ganeshanatham, Lorena Salazar and Charmaine Browne attended the hearing.

As of 10:38 a.m., the Tenant was 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 Tenant must move out of the rental unit on or before February 28, 2026 and the Tenant shall pay to the Landlord \$6,548.21, which represents the reasonable costs of repairing the damage and replacing the damaged property inclusive of the application filing fee.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's L2 application is based on two notices of termination: N5 and N7 deemed delivered on July 30, 2025 with a termination date of August 25, 2025.

N5 notice

4. The N5 notice outlines the allegations that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and that 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 as follows:

"On or about September 4, 2023, at approximately 4:30 p.m. Special Constable ("S/Cst") Ganeshanathan, and S/Cst Upadhyay were dispatched to the Building for a report of a water leak. At 4:35 p.m. Toronto Fire attended and updated that the leak is coming from the Unit, and affected other units in the building. At approximately 4:43 p.m. S/ Cst Ganeshanathan and S/Cst Upadhyay arrived at the Unit and a male answered the door and claimed to be a non-tenant of the Unit. The Tenant was not home at the time. S/Cst Ganeshanathan and S/Cst Upadhyay inspected the bathroom of the Unit and found the pipes from the tub's overflow hole was open and copper pipes appeared to be tampered, which caused the flood in the Unit and travelled down to other apartments below.

On or about March 15, 2024, a vendor for the Landlord attended the unit to investigate a leak going down to the below apartment. The vendor found that the Tenant may have done their own bathtub repair, the tub overflow had a large hole. It was observed that a quick dry paste around the overflow was used. The bathtub could not be fixed, and it was recommended to replace the bathtub

On or about September 4, 2023, the Landlord contracted Universal Cleaning and Painting to repair as was described above in paragraph

The cost to repair the flood damage was \$1,441.35 plus HST for a total of \$1,628.73 to repair.

On or about March 15, 2024, the Landlord contracted GH Renovations Inc to replace the bathtub. The cost to replace the bathtub was \$4,188.92 plus HST for a total of \$4733.48.

The Landlord requests the damages incurred as a result of the actions of the Tenant. The total requested amount is \$6,362.21”

5. The Landlord relies on evidence as contained in their evidence package (DOC-6909026) on pages 1-37.
6. The Landlord's witness Special Constable N. Ganeshahathan (NG) testified that he attended at the rental unit on September 4, 2023 with another colleague in response to a water leak reported. That while the Tenant was not home, another male answered the door. They inspected the bathroom of the unit and found that the pipes from the bathtubs overflow hole were open and copper pipes appeared to be tampered and damaged. That the rental unit was filled with lots of water.
7. As the water leak travelled to other units below, three other rental units #909, 809 and 709 were impacted. That this created a safety hazard not limited to slip and falls, expensive repairs for TCHC/ the Landlord and deployed the involvement of the Toronto Fire Department.
8. The Landlord contracted Universal Cleaning and Painting to repair the overflow and respond to the emergency. The cost to repair for the flood damage was \$1,441.35 plus HST for a total of \$1,628.73 as outlined in the invoice dated September 13, 2023 on page 24 of the Landlord's evidence.
9. The Landlord's second witness/ superintendent Lorena Salazar (LS) testified to the subsequent findings of September 4, 2024. Specifically, that it was discovered that the Tenant may have attempted their own bathtub repair, the tub overflow had a large hole and that some sort of compound was used around the overflow in an attempt to fix it.
10. It was determined that the bathtub could not be fixed, it would continue to be a risk to subsequent flooding, and it was recommended to the Landlord that the bathtub be replaced. On or about March 15, 2024, the Landlord contracted GH Renovations Inc. to replace the bathtub and incurred the cost to replace the bathtub was \$4,188.92 plus HST for a total of \$4,733.48 as evidenced on page 30 of the Landlord's evidence.
11. Pursuant to the N5 notice, the Landlord requested the recovery of costs for the damages incurred as a result of the actions of the Tenant totalling \$6,362.21.
12. Thus, I find that The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Tenant did not pay the Landlord the costs of the damages incurred as a result of the actions of the Tenant, totalling \$6,362.21 by August 6, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

13. The Landlord evidenced photos of the bathtub overflow mechanism/ part totally missing from the tub, only a hole can be seen in place of the where the overflow once existed. This was evidenced on pages 36-37 of the Landlord's evidence.
14. Based on the uncontested evidence before me, I am satisfied that the Tenant 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 that 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 wilfully causing undue damage to the premises by causing damage to the bathtub overflow, creating conditions for the tub to overflow, causing water damage and flooding as resulting from an overflow and necessitating a replacement of the bathtub.

Section 89(1) damage claim

15. The Landlord's L2 application also contained a claim for compensation for the damage caused by the Tenants in the amount of \$6,362.21.
16. In order for an application to succeed under subsection 89(1) of the Act, a landlord must establish the following:
 - I. There was property damage to the rental unit or residential complex;
 - II. The damage is "undue" meaning that it is not normal wear and tear and it is not insignificant; and
 - III. The damage was a result of wilful or negligent conduct by the tenant, guest or occupant.
17. In this context, I take the word "property" to refer to the physical objects like the walls, ceilings, floors, appliances and fixtures in a residential complex.
18. If all of these factors are met, then the amount the Board can award is limited to the reasonable cost of repair, replacement cost cannot be awarded unless it is not reasonable for the damage to be repaired.
19. As I have found that 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 and the Landlord has incurred reasonable costs of \$6,362.21 to repair the damage and replace property that was damaged and cannot be repaired the Tenant shall be order to pay for these claims.

N7 Notice: Tenant seriously impaired the safety of others

20. On July 25, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on July 30, 2025. The notice of termination contains the following allegations:

“On July 16, 2025, the Superintendent and Custodial Maintenance Person (“CMP”) attended the Unit to conduct bathroom leak repair. While in the Unit, the Superintendent inspected the Unit and observed the electrical breaker panel cover missing exposing electrical wires, heater cover removed, and the smoke detector was covered by a plastic bag.”

21. The Landlord, in their evidence package (DOC-6909026) on pages 4-7 demonstrated thorough photographs the missing components, covered smoke detector and damage as alleged in N7 Notice and the Landlord’s witness/ superintendent Lorena Salazar (LS) testified to her findings of the rental unit inspection on July 16, 2025.
22. The Landlord’s witness (LS) submitting that the exposed wiring and tampering with the smoke detector are serious risk and pose a fire hazard.
23. I am satisfied on a balance of probabilities that the Tenant, a roommate or a guest seriously impaired the Tenant’s safety and the safety of others by tampering with the electrical breaker pane, and heater cover and tempering with the smoke detector in the rental unit. If there was a fire in the rental unit and the smoke detector was not functioning properly, the Tenant and anyone else who was inside the unit may not be notified of the danger.

Compensation

24. The Tenant was required to pay the Landlord \$511.84 in daily compensation for use and occupation of the rental unit for the period from August 26, 2025 to December 15, 2025, the Landlord submitted that there is no rent outstanding for this period of time.
25. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
27. There is no last month's rent deposit.
28. Maryiam Maqsood the Landlord’s witness responsible for tenancy and coordination of related matters testified that she is familiar with the Tenant, of him having caused flooding issues in the rental unit, that there is a lot of foot traffic in and out of his unit, and that there are random individuals visiting or staying in the unit.
29. That while the Tenant has been offered various support for mental health and addiction that the Tenant has refused all assistance.
29. The Landlord seeks a termination of tenancy as soon as possible.

Relief from eviction

30. 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. The Tenant failed to attend the hearing to provide evidence of their circumstances and the Landlord's Representative submitted that they are unaware of any circumstances that would cause me to delay or deny an eviction.
31. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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 4, 2026.
2. If the unit is not vacated on or before March 4, 2026, then starting March 5, 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 5, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting December 16, 2025 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$6,362.21, which represents the reasonable costs of repairing the damage and replacing the damaged property.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$6,548.21.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 5, 2026 at 4.00% annually on the balance outstanding.

February 27, 2026
Date Issued

Alicia Johnson
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 5, 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.