Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006

File Number: LTB-L-098357-25

In the matter of: 16, 2808 KEELE ST
NORTH YORK ON M3M2G5

Between: 2808 Keele Holdings Limited — Landlord

And

Natasha Onorato
Elisabeth Vinci — Tenants

2808 Keele Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Onorato and Elisabeth Vinci (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 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 Natasha Onorato and Elisabeth Vinci (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's:

- failure to pay utility costs they were required to pay under the terms of the tenancy agreement, and
- conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 24, 2026. The Landlord’s Agent, P. Amar, and the Landlord's Legal Representative, H. Butt, attended the hearing.

As of 10:11 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 is terminated on March 9, 2026.

2. The Tenants are in possession of the rental unit.
3. On November 13, 2025, the Landlord gave the Tenants a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of December 9, 2026. The Landlord alleged in the notice that the Tenant failed to pay the hydro bill of $349.01 for the period from February 7, 2025, to June 25, 2025, when the Tenant finally transferred the account into her name in accordance with the terms of the tenancy agreement.
4. The Landlord also indicated in the notice that they incurred reasonable out-of-pocket expenses of $423.75. These expenses were a result of plumbing costs incurred on February 8, 2025, when the Tenants clogged a toilet with wipes. A copy of the invoice dated February 10, 2025, and the reason for it, was presented as evidence at the hearing.
5. The Landlord's Agent testified that the Tenants are yet to pay the hydro bill of $349.01, and plumbing costs of $423.75. The Tenants are a mother and daughter whose circumstances the Landlord is unaware of.
6. Section 64(3) of the Residential Tenancies Act, 2006 ('the Act') provides that a first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the 7-day voiding period ran from November 14, 2025, to November 20, 2025.
7. The Tenants did not stop or correct the omission within seven days after receiving the N5 notice of termination by paying the outstanding costs. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 64(3) of the Act.
8. I am satisfied from the evidence that the Tenants failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The Landlord incurred reasonable out-of-pocket expenses of $349.01 as a result of the Tenants' conduct. The Landlord's invoice also shows that the toilet was clogged because the Tenant, an occupant of the rental unit, or someone the Tenant permitted in the rental unit, flushed wipes that caused the blockade.
9. Therefore, I am satisfied that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant.
10. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of $2,900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of $102.03 is owing to the Tenant for the period from September 1, 2024, to February 24, 2026.
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 Tenants is terminated. The Tenants must move out of the rental unit on or before March 9, 2026.
2. If the unit is not vacated on or before March 9, 2026, then starting March 10, 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 10, 2026.
4. The Tenants shall pay to the Landlord $349.01, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenants shall pay to the Landlord $423.75, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
6. The Tenants shall pay to the Landlord $186.00 for the cost of filing the application.
7. The total amount the Tenants must pay the Landlord is $958.76.
8. If the Tenants do not pay the Landlord the full amount owing on or before March 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 10, 2026, at 4.00% annually on the balance outstanding.
9. The Landlord owes $3,002.03 which is the amount of the rent deposit and interest on the rent deposit. This amount must be applied to the last month of the tenancy, and any excess either deducted from the amount owed by the Tenants or returned to them.

February 26, 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 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.