



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: bclMC Realty Corporation c/o QuadReal Residential Properties G.P. Inc. v Pengelly,
2026 ONLTB 19113

Date: 2026-03-09

File Number: LTB-L-107112-25

In the matter of: 801, 10 ROANOKE RD
Toronto ON M3A1E7

Between: bclMC Realty Corporation c/o QuadReal
Residential Properties G.P. Inc. Landlord

And

Jim Pengelly Tenant

bclMC Realty Corporation c/o QuadReal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jim Pengelly (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

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 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.

This application was heard by videoconference on February 26, 2026.

The Landlord's legal representative Martin Zarnett and the Landlord's agent Shivanshu Sharma attended the hearing. As of 11:25am, the Tenant was not present or represented at the hearing.

The Board's records confirm that notice of hearing was mailed to the Tenant on January 30, 2026. Although the notice of hearing was returned to the Board by Canada Post on February 17, 2026, the Tenant filed a request to reschedule the hearing on February 12, 2026, which was subsequently denied. As such, I am satisfied that the Tenant was aware of the hearing date despite the notice of hearing being returned

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.
2. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession as of the hearing date.
3. The Landlord's application was filed on December 19, 2025 and is based on two N5 notices of termination served for substantial interference, a single N5 notice served for wilful and/or negligent damages and a N6 notice of termination alleging that the Tenant committed an illegal act within the residential complex.
4. At the Landlord the Landlord withdrew the N6 portion of the application. Therefore, the order only addresses the N5 notices of termination served.

N5 Notice of Termination – Substantial Interference:

5. The Landlord served the Tenants two N5 notices of termination alleging substantial interference with the Landlord's and other residents' reasonable enjoyment, lawful rights, privileges and/or interest.

Second N5 Notice Defective:

6. As explained below, I find that the Landlord's second N5 notice of termination is defective. However, I find that the Landlord can still proceed with the first N5 notice as the application was filed less than 30 days after the termination date in the first notice
7. The first N5 was served to the Tenant on November 5, 2025 via mail and has a termination date of December 5, 2025. The second N5 notice was served to the Tenant on December 5, 2025 and has a termination date of January 5, 2026.
8. Both the first and second N5 notices contain the same dates and allegations.
9. The first N5 notice was served pursuant to section 64 of the *Residential Tenancies Act, 2006* (the Act) which states:

64 (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.

- (2) A notice of termination under subsection (1) shall,
 - (a) provide a termination date not earlier than the 20th day after the notice is given;
 - (b) set out the grounds for termination; and
 - (c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.
- (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.

10. As the first N5 notice was served on November 5, 2025 via mail, the notice was deemed served on November 10, 2025, and therefore, the seven day voiding period afforded to the Tenant under section 64 (2) (c) of the Act was from November 11 – 17, 2025.

11. The second N5 notice was served pursuant to section 68 of the Act which states:

68 (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).

12. The Landlord's second N5 notice does not comply with section 68(1)(b) of the Act because the conduct plead on it did not occur more than seven days after the first N5 notice was served. As stated above, the second N5 is a duplicate of the first N5 notice.

13. As such, the second N5 notice is defective and cannot be considered on this application. However, I find that the Landlord can still proceed with the first N5 notice.

14. The Landlord's L2 application was filed with the Board on December 19, 2025 pursuant to section 69 of the Act which states:

69 (1) A landlord may apply to the Board for an order terminating a tenancy and evicting the tenant if the landlord has given notice to terminate the tenancy under this Act or the *Tenant Protection Act, 1997*.

(2) An application under subsection (1) may not be made later than 30 days after the termination date specified in the notice.

15. As stated above, the termination date on the first N5 notice is December 5, 2025. Therefore, the Landlord's application was filed less than 30 days after the termination date in the first N5 notice and as such, I find that the Board still has jurisdiction to terminate the tenancy based on the first N5 notice.

First N5 Notice:

16. On November 5, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The notice of termination alleges the following:
- On August 18, 2025, the Landlord served the Tenant with notice to enter the rental unit on August 20, 2025 to conduct a suite inspection. On August 20, 2025, the Tenant refused the Landlord entry to the rental unit.
 - On September 10, 2025, the Landlord requested that the Tenant remove an unauthorized security camera mounted to the front entrance door of the rental unit. The security camera captures footage in the common area hallways which other residents' use.
 - On October 27, 2025, the Landlord served the Tenant with a notice to enter the rental unit on October 29, 2025 to conduct a suite inspection. On October 29, 2025, the Tenant refused the Landlord access to the rental unit.
17. After the N5 notice was served, the Landlord served the Tenant with another notice to enter the rental unit. The notice was served on November 12, 2025 and was for a intended entry on November 14, 2025 between the hours of 11:00am to 3:00pm. The purpose of the entry was to conduct an inspection of the rental unit.
18. The Landlord's agent testified that on November 14, 2025, the Tenant refused the Landlords staff entry to the rental unit.
19. The Landlord's agent further testified that as of the hearing date, the Tenant had not removed the unauthorized security camera installed on his front entrance door.
20. Based on the uncontested evidence and submissions before the Board, I find that the Tenant has substantially interfered with the Landlord's reasonable enjoyment, lawful rights privileges and/or interests by refusing entry to the rental unit after receiving lawful notice to enter and by making unauthorized alterations to the front entrance door.
21. I further find that the Tenant failed to void the first N5 notice by refusing the Landlord entry to the rental unit on November 14, 2025 and by failing to remove the security camera within the seven day voiding period.

N5 Notice of Termination – Damages:

22. On December 5, 2025, the Landlord served the Tenant with a voidable N5 notice of termination alleging that the Tenant wilfully and/or negligently caused undue damages to the rental unit.

23. The N5 notice claims \$9,859.25 in damages for the following:

- Estimated \$1,384.25 to repair/replace the closet and bedroom doors removed
- Estimated \$8,475.00 to repair/replace the kitchen cabinet doors that have been removed.

24. The Landlord submitted into evidence photographs confirming the damages and written estimates from their contractors to repair and/or replace the damaged items.

25. The Landlord's agent stated that the costs claimed on the N5 notice has not been paid as of the hearing date.

26. Based on the uncontested evidence and submissions before the Board, I find that the Tenant has caused wilful and/or negligent damages to the rental unit by removing the closet, bedroom and kitchen cabinet doors. I am also satisfied that the Tenant has failed to void the N5 notice by paying the estimated costs to repair and/or replace these items.

Compensation for Damages:

27. The Landlord's application also claims monetary compensation for the costs to repair and/or replace the damaged property pursuant to section 89(1) of the Act. As stated above, I find that the Landlord incurred these costs and that the costs claimed are reasonable to repair and/or replace the damaged property.

28. At the hearing, the Landlord stated that they would only be claiming 50% reimbursement for the costs to repair / replace the kitchen cabinets.

29. As such, the Tenant will be ordered to pay to the Landlord \$5,621.75 which represents \$4,237.50 to repair and/or replace the kitchen cabinets and \$1,384.25 to repair and/or replace the closet and bedroom doors.

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.

31. The Tenant was not present at the hearing to dispute the Landlord's evidence and further was not present to give evidence or submissions with respect to their circumstances or to suggest that the alleged conduct would be remedied.

Daily Compensation, Filing Fee & Rent Deposit:

32. The Landlord's application claims per diem compensation from the termination dates in the N5 notices.

33. Based on the monthly rent, the daily compensation is \$68.83. This amount is calculated as follows: \$2,093.61 x 12, divided by 365 days.

34. At the hearing, the Landlord's agent confirmed that the Tenant has paid all rent owing to February 28, 2026. As such, the daily compensation will start from March 1, 2026.
35. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
36. The Landlord collected a rent deposit of \$2,050.55 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$3.84 is owing to the Tenant for the period from January 1, 2026 to February 26, 2026 (the hearing date).
37. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 20, 2026.
2. If the unit is not vacated on or before March 20, 2026, then starting March 21, 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 21, 2026.
4. The Tenant shall also pay the Landlord compensation of \$68.83 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$5,621.75, which represents the reasonable costs of repairing and/or replacing the damaged property.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,054.39 which is the amount of the rent deposit and the interest owing on the rent deposit. This amount is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$3,753.36.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Fabio Quattrociocchi
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 21, 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.