



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

File Number: LTB-L-106729-25

In the matter of: 503, 2 AVENUE RD
TORONTO ON M5R0C6

Between: OMERS Realty Corporation c/o Landlord
BentallGreenOak (Canada) LP

And

Anders Ly Tenants
Georgia Montour

OMERS Realty Corporation c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Anders Ly and Georgia Montour (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenants 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 Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also applied for an order requiring the Tenants 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 agents Shaima Azhar and Abdullah Mughal attended the hearing. As of 10:33am, the Tenants were not present or represented at the hearing.

Determinations:

1. At the hearing, the Landlord's application was amended to also include a claim for compensation for substantial interference with reasonable enjoyment pursuant to section 88.1 of the Act. I do not find that this amendment is prejudicial to the Tenants as the allegations contained in the application remain the same.
2. The Tenants were in possession of the rental unit on the date the application was filed but vacated on December 31, 2025. As such, the Landlord's notices of termination are now moot. The hearing and this order only address the Landlord's claim for monetary compensation pursuant to sections 88.1 and section 89 of the Act which state:

88.1 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,

(i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or

(ii) another lawful right, privilege or interest of the landlord

(4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of an interference described in clause (1) (a) and do not include costs that the landlord may recover in an application under section 88.2 or 89.

89 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex

3. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application.
4. The residential complex is an apartment building consisting of 13 floors and 65 rental units.
5. The Landlord's evidence is that on October 21, 2025, Toronto Police Services executed a search warrant in the rental unit. The search warrant was executed because the Tenants, their occupants and/or guests were in possession of illegal firearms and ammunition.

6. The search warrant was executed by way of force which caused damages to the front entrance door. The Landlord submitted into evidence videos of the Police raid and photographs of damages to the front entrance door.
7. As a result of the above noted incident, the Landlord had to hire a security guard to secure / monitor the front entrance door to the rental unit until the repairs were completed. The Landlord also incurred costs to reassemble the damaged door for temporary use.
8. After the Tenants vacated the rental unit, the Landlord also incurred costs to remove excessive amounts of furniture / contents left behind by the Tenants. The Landlord submitted into evidence photographs of the rental unit after the Tenants vacated.
9. The rental unit also required extensive drywall and paint repairs to be conducted.
10. The Landlord submitted into evidence the following invoices for the costs incurred due to the above noted conduct:
 - \$1,124.35 – for cleaning and content removal
 - \$1,949.25 – for paint and plaster repairs
 - \$4,351.00 – to replace the front entrance door and frame/trim/locks.
 - \$439.52 – to hire a security guard to monitor / secure the rental unit.
 - 429.40 – to reassemble the damaged door temporarily
11. Based on the uncontested evidence and submissions before the Board, I find that the Tenant's conduct has caused wilful and/or negligent damages to the rental unit and that this conduct further substantially interferes with the Landlord's reasonable enjoyment of the rental unit which has also resulted in out-of-pocket expenses being incurred.
12. As such, the Landlord is entitled to \$8,293.52 in compensation to repair and/or replace the damages property and out-of-pocket expenses incurred as a result of the substantial interference.
13. The Landlord paid \$186.00 for the costs of filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of December 31, 2025.
2. The Tenants shall pay to the Landlord \$8,293.52 in compensation to repair and/or replace the damages property and out-of-pocket expenses incurred as a result of the substantial interference.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$8,479.52.

5. If the Tenants do not pay the Landlord the full amount owing on or before March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

Fabio Quattrociochi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.