



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

File Number: LTB-L-083282-25

In the matter of: 2, 113 DUNDAS STREET EAST
BELLEVILLE ON K8N1C3

Between: ASIS PROPERTIES LTD Landlord

And

MICHAEL HUNTLEY Tenant

ASIS PROPERTIES LTD (the 'Landlord') applied for an order to terminate the tenancy and evict MICHAEL HUNTLEY (the 'Tenant') because:

- 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.

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. 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 January 13, 2026.

The Landlord's agent, Mohammed Subedar, the Landlord's representative, Ian MacInnis, and the Tenant attended the hearing.

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. However, the tenancy shall continue, if the Tenant meets the conditions outline below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Wilful or Negligent Damage

3. On September 25, 2025, the Landlord gave the Tenant an N5 notice of termination with the termination date of October 31, 2025. The notice of termination contains the following allegations: between July 2024 to December 2024, the Tenant wilfully or negligently caused undue damage to the rental unit, amounting to \$2,778.98. On December 16, 2024, the city's property standards division contacted the Landlord and ordered the Landlord to do work, totalling the amount above.
4. The Landlord's agent testified that the Tenant had caused wilful or negligent damage to the following: 2 windows, 3 new screens for the windows, 2 electrical covers and outlets, main door and frame, and door in the main bedroom, along with the hardware, holes in walls, washroom baseboard heater, base of vanity broken in washroom, as well as replacement of kitchen countertops.
5. During the hearing, the Tenant agreed to the damage caused to the rental unit, but disputed the damage to the window and the replacement of the kitchen countertop claim.

Damage to window:

6. The Landlord testified that the window to the rental unit was broken and had to be replaced. The Landlord said that the damage was caused by the Tenant as they put their child through the window and also throw their keys out the window. The Tenant agreed to doing both these things, however, the Tenant testified that the window was shot at from the outside. The Landlord did not agree with the Tenant's position and argue that the window was broken from the inside. The Tenant did not dispute the window being broken from the inside as his son had broke it from the inside, but also argued that the window was shot at from the outside and that there was a police report to support this. I find in favour of the Landlord's evidence as the Tenant agreed his son did in fact break the window from the inside. Furthermore, the Tenant testified there was a police report to support his position regarding the window being shot at, but he failed to submit a copy of the police report into evidence.

Kitchen Countertops:

7. The Landlord testified that the kitchen countertop was damaged by the Tenant. The Tenant testified that when he moved into the rental unit, the kitchen countertops were already in rough shape. Specifically, there was a hole in the back of the countertop. I find in favour of the Tenant's evidence. I make this finding because I would have reasonably expected the Landlord to present evidence of the counter tops looked like prior to the damage being caused as the Tenant had alleged the damage was there upon commencement of the tenancy.
8. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

10. 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.
11. The Landlord has incurred or will incur reasonable costs of \$2,172.17 to repair the damage or replace property that was damaged and cannot be repaired. This is the total amount being claimed by the Landlord, less the amount claimed for the kitchen countertop as I did not agree with the Landlord that this damage was caused by the Tenant.

Relief from eviction

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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant testified that they live in the rental unit with their 7-year-old son and that he is currently on ODSP. The Tenant is only able to pay \$50.00 a month toward the damage claim. The Landlord opposed the request, however, the Landlord failed to adduce evidence to support the financial burden the damage claim has had on them. The Tenant has been paying their lawful rent and was not in arrears as of the hearing date.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord \$2,358.17, for damage caused to the rental unit, inclusive of the filing fee.
3. The Tenant shall pay the amount in paragraph 2 as follows:
 - a) \$50.00 by the 20th of every month starting March 20, 2026, until the amount in paragraph 2 is paid in full.
4. If the Tenant fails to comply with the conditions set out in paragraph 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

March 9, 2026
Date Issued

Vishal Nanda
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.