



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

File Number: LTB-L-081054-25

In the matter of: 1510, 877 YONGE ST
TORONTO ON M4W3M2

Between: St. Clare's Housing Landlord

And

ISABELLE CLAUSER Tenant

St. Clare's Housing (the 'Landlord') applied for an order to terminate the tenancy and evict ISABELLE CLAUSER (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.

St. Clare's Housing (the 'Landlord') also applied for an order requiring ISABELLE CLAUSER (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 16, 2025.

The Landlord's agent, Ted Yoon, attended the hearing. The Landlord was represented by Sana Hayat.

Also in attendance was the Landlord's witnesses: Michelle Brown, Tharchin Goen Po, Kino Cheung La.

Also in attendance were the Tenant's support workers: Faith Glenen and Adanyi Phillip.

As of 11:36, 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 tenancy between the Landlord and the Tenant is terminated on March 15, 2026 and the Tenant shall pay to the Landlord \$1,521.80 on or before March 15, 2026 for the damages incurred by the Landlord as a result of the Tenant's wilful and negligent conduct.

Preliminary Adjournment Request

2. At the beginning of the hearing, the Tenant's support workers sought an adjournment as they were unable to get a hold of the Tenant. They indicated they had been asked by the legal team to seek the adjournment but confirmed that they were not authorized by the Tenant to attend on their behalf nor was legal retained by the Tenant in this matter.
3. I held the matter down until 11am for the Tenant's support workers to get a hold of the Tenant and seek authorization to attend on their behalf but they were unable to do so by the time the matter was called at 11:36am.
4. The Tenant's support workers indicated the Tenant's mother was in the process of obtaining a power of attorney for the Tenant and was out of the country as of the hearing date so could not attend. No evidence was presented by them in support of this assertion.
5. The Landlord opposed the adjournment request and indicated the Tenant had many opportunities to get in touch with a legal representative, obtain support, attend the hearing but failed to do so. The Tenant has been unresponsive to the Landlord's efforts of connecting with them and since the hearing, and the situation has escalated. The Landlord seeks to proceed with their application and confirms meeting and updating the Tenant with their parents last week.
6. Based on the submissions before me, I do not find the Tenant's support workers were authorized by the Tenant to attend the hearing on their behalf. I find that all parties had an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date and so I do not believe the circumstances warranted an adjournment; the adjournment request was denied and I proceeded to hear the matter on an uncontested basis.

L2 APPLICATION

7. By way of background this tenancy began five years ago; the lawful monthly rent is \$1,296.00 and is due on the first of the month.
8. The Tenant was in possession of the rental unit on the date the application was filed and continued to be in possession as of the hearing date.

Termination of the Tenancy

9. On September 16, 2025, the Landlord gave the Tenant a N6 and N5 notice of termination with a termination date of October 15, 2025 pursuant to subsections 61, 62 and 64 of the *Residential Tenancies Act, 2006* based on incidents that took place between March 2024 and August 2025.
10. The Landlord's uncontested evidence was the Tenant did not stop the conduct or activity correct the omission within seven days after receiving the N5 notice of termination. The Landlord submits the Tenant did not pay the damages amount of \$500.00 nor did they fix the damages that occurred, and a further incident occurred on September 19, 2025. Therefore, I find the Tenant did not void the N5 notice of termination in accordance with s.64(3). The N6 notice of termination was not a notice that could be voided.
11. The Landlord's uncontested evidence was, the Tenant caused damage to the lobby's sliding door on several occasions resulting in misalignment and malfunctioning of the door as well as the shattering of the glass, requiring repairs each time and costing the Landlord \$250.00. This occurred on the following dates: March 14, 2025; July 9, 2025, and September 15, 2025. The Landlord testified that it was upon reviewing the video surveillance footage that the Landlord discovered it was the Tenant.
12. The Landlord testified that on July 8, 2025, the Tenant flooded her unit by intentionally blocking the drains and letting water overflow from her bathtub and bathroom sink, causing damage to her own unit and multiple units all the way down to the 8th floor. This resulted in repairs and restoration work costing the Landlord \$1,175.00.
13. The Landlord testified that since the N5 was served, the Tenant and/or their guests broke all the lobby doors on December 14, 2025 and caused further flooding on November 25, 2025.
14. Based on the uncontested evidence before the Board, I am satisfied that the Tenant substantially interfered with the Landlord's lawful rights, interests and privileges and has wilfully or negligently caused damage to the premises by vandalizing the lobby door on multiple occasions and blocking the drains in her unit causing flooding damage to multiple units and floors.
15. The Landlord further testified that on July 26, 2025 the Tenant was seen smoking inside the elevator which was captured by the Landlord's security footage. The Landlord submits there is a strict policy against smoking indoors as it could trigger the fire alarm system which would cause damage to the elevator and result in additional fire services charges.
16. Based on the uncontested evidence before the Board, I am also satisfied that the Tenant has committed an illegal act in the residential complex by smoking inside the elevator on July 26, 2025.
17. The Landlord submits while letters have been sent to the Tenant raising the concerns and inviting a response from the Tenant, the Tenant has chosen to ignore them. The Landlord's witness testified to the supports available and offered to the Tenant but the Tenant has declined these services and refused to cooperate. The Landlord's witness

confirms that the Landlord has not been advised of any disability experienced by the Tenant or any requests for accommodation.

18. The Landlord seeks a termination of the tenancy as the Tenant's behaviour demonstrates that they cannot comply with a conditional order since further similar incidents have occurred after the notices of termination were served and given the serious nature of the incidents, the Landlord must mitigate their liability and balance their obligation to the residents of the residential complex.

Relief from Eviction

19. Termination of a tenancy is a remedy of last resort; where the landlord's interests can be protected and a tenancy preserved then the Board will customarily grant conditional relief from eviction if in all the circumstances it would not be unfair to do so.
20. In reviewing the circumstances of this case, I find that the Landlord's interests cannot be protected by imposing on the Tenant a conditional order; I say this because the Tenant has engaged in the same behaviour even after the notices of termination were served. This shows the Tenant is either unwilling or unable to continue the tenancy and rectify the Landlord's concerns.
21. Therefore, I must turn my mind to when to terminate the tenancy.
22. As the Tenant was not present to articulate their circumstances and the Landlord was not aware of any circumstances that would favour refusal or postponement of eviction, given the length of the tenancy, the serious nature of the incidents that have occurred and the fact that further incidents have occurred after the application was filed, 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.

Daily compensation, NSF charges, rent deposit

23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
24. The Landlord collected a rent deposit of \$542.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$47.20 is owing to the Tenant for the period from December 1, 2021 to February 16, 2026. This amount shall be applied towards what the Tenant owes the Landlord.

Compensation for damages

25. As part of the Landlord's L2 application, there is a claim for compensation of the damages sustained by the Landlord pursuant to section 89 of the Act in the amount of \$1,975.00.
26. The Landlord submitted invoices for the repair work done to the lobby door which I find constitutes willful property damage on the Tenant and their guest's part and the cost to repair appears to be reasonable. This amount shall be awarded in full for the three occasions.

27. The Landlord also testified to and presented photographs of the damage the multiple floors due to the flood which originated from the Tenant's unit on July 8, 2025. I find this also constitutes property damage due to the Tenant's wilful or negligent conduct and the cost to replace is reasonable given the extent of damage. This amount shall also be awarded in full.
28. 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 on or before March 15, 2026.
2. If the unit is not vacated on or before March 15, 2026, then starting March 16, 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 16, 2026.
4. The Tenant shall pay to the Landlord \$1,925.00, which represents the reasonable costs of repairing the damage to the lobby doors on three occasions and units that were impacted by the flood that took place in July 8, 2025.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$589.20 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$1,521.80.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

March 4, 2026
Date Issued

Sonia Anwar-Ali
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 16, 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.