Order under Section 69 / 89
Residential Tenancies Act, 2006

File Number: LTB-L-089202-25

In the matter of:	601, 25 RICHVIEW RD ETOBICOKE ON M9A4Y3	
Between:	H&R Property Management Ltd.	Landlord
	And	
	Jamila Eed	Tenant

H&R Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Jamila Eed (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

H&R Property Management Ltd. (the 'Landlord') also applied for an order requiring Jamila Eed (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 February 4, 2026.

The Landlord's Legal Representative, Eric Steiman, the Landlord's Agent, Vitali Vytrykush, the Tenant's roommate, Ikram Mohamed, 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. Therefore, the tenancy is terminated as of April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. It is not disputed by the parties, that on August 22, 2025, the Tenant's niece, who is an occupant of the rental unit, hit the wall of the parking garage and caused damage. It is also not disputed that since the incident, the Landlord paid the cost to repair the damaged property, and the Tenant has failed to provide their insurance information to the Landlord or compensate the Landlord for the damages.

4. On September 22, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: on August 22, 2025, the Tenant. a guest, or an occupant of the rental unit, damaged the garage entrance and structure by hitting the wall with their car.

5. With respect to the allegation of substantial interference, the Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. There is no evidence that the Tenant, an occupant or a guest engaged in similar conduct after the N5 notice was served on the Tenant. Therefore, the Tenant voided the N5 notice of termination in relation to the allegation of substantial interference, in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

6. However, 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 with respect to the allegation of wilful/negligent damage in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

7. The Landlord's Agent testified and provided the following evidence in relation to the damage caused:

    a) The damage started at the garage frame and goes across from the left side to the garage opening;

    b) Further damage was noticed on the side/ corner of the building;

    c) To rectify the issue all the cement blocks needed to be removed;

    d) The impact was on the inside of the garage and continued into the inside wall;

    e) The total cost of the repairs was close to $40,000.00. The Landlord was only claiming a portion from the Tenant in relation to the cost to repair the damage and has already incurred the cost.

    f) The Tenant was provided with the cost to repair the damage but was not satisfied with the information she was provided as it did not include a breakdown of the amount. A breakdown was eventually provided to the Tenant when one was available to the Landlord, in addition to the engineer's report.

8. The Tenant testified that she has not refused to pay the Landlord the costs for the damage, but she has not done so as of the date of the hearing. The Tenant disputed the

amount being sought and it was her preference to be provided with a breakdown of the costs the Landlord was seeking.

9. The Tenant further testified that she has not provided the Landlord with her insurance information, as she was unaware of the status of the insurance coverage on the vehicle at the time the damage was caused as it was not her vehicle.

10. The occupant, Ikram Mohmed, does not dispute hitting the wall. She testified that she was distracted making a private phone call and advised her sister and management of the incident.

11. Based on the evidence before me, I am satisfied on a balance of probabilities that the Tenant's sister, an occupant of the rental unit, negligently caused undue damage to the residential complex. The damaged was caused by the occupant hitting the wall of the parking garage, which is not disputed.

12. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

13. The Landlord collected a rent deposit of $1,638.46 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of $44.26 is owing to the Tenant for the period from January 1, 2025 to February 4, 2026.

14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Claim for compensation for damage

15. The Landlord has incurred reasonable costs of $30,061.67 to repair the damage and replace property that was damaged and cannot be repaired as there was evidence of the cost of repair and evidence to support how the damage was repaired.

Relief from eviction

16. 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 pursuant to subsection 83(1)(a) of the Act.

17. The Landlord sought an order, evicting the Tenant in 11 days.

18. The Tenant sought a payment plan with a monthly payment of $500.00 per month to compensate the Landlord for the cost of the damage, or in the event the payment plan was not accepted, 3-4 months to vacate the rental unit.

19. The Tenant further submitted that she has been residing at the rental unit for 13 years and does not want her tenancy terminated. The Tenant submitted that she has no family she can live with, and that she has no where else to reside. The Tenant did not dispute being in arrears and submitted that she is working with management in relation to this issue.

20. The Landlord's Legal Representative provided submissions that if the Tenant and/or the Tenant's occupant followed the Ontario law, and provided her insurance information to the

Landlord, the damage could have been covered. The Tenant and the Tenant's occupant are opting not to provide the insurance information and want to pay out of pocket. He further submitted that the problem with the $500.00 payment plan is that it would take over 60 months (5 years) to complete, and the Landlord has already occurred this expense. In addition to this expense, the Landlord has employees they need to pay and other expenses, in addition there is a mortgage on the rental property. He further submitted that the Tenant's payment plan is unreasonable, and the Tenant is already overwhelmed with expenses, and that the Tenant is almost $5,000.00 in arrears on their rent. They submitted that it does not appear the Tenant can afford to pay for the damage.

21. I find that the Tenant has refused to provide her insurance information to the Landlord, which could have rectified some of the damages amount being sought. The Tenant did not satisfy me that she is able to comply with a payment plan with concrete payments and due dates given the Tenant is already in rental arrears, and providing the Tenant with a payment plan if the tenancy was to continue, is more likely than not that the payments would not be satisfied.

22. I find that it would be reasonable to delay the eviction to April 30, 2026, to provide the Tenant with an opportunity to find alternative living arrangements given the duration of the tenancy.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenant shall pay to the Landlord $30,061.67, which represents the reasonable costs of repairing the damage and replacing the damaged property.
5. The Tenant shall also pay to the Landlord $186.00 for the cost of filing the application.
6. The Landlord owes $1,682.72 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 $28,564.95.

8. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Samantha Greaves
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 November 1, 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.