



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

File Number: LTB-L-068732-25

In the matter of: 3, 381 SHUTER ST
Toronto ON M5A1X3

Between: 1445923 Ontario Ltd Landlord

And

Tabbatha Tugwell Tenant

1445923 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Tabbatha Tugwell (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

This application was heard by videoconference on November 26, 2025.

Only the Landlord Samuel Yiu attended the hearing.

As of 11:01 a.m., 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination- Wilful or Negligent Damage

On June 1, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, which was deemed served on June 1, 2025, with a termination date of June 21, 2025. The Landlord, Mr. Yiu, testified that on or about August 14, 2025, at approximately 12:30 p.m., he attended the rental unit to conduct an inspection. He discovered that the apartment door had cracks on the hinge side and was not fitted properly within the door frame.

Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On August 18, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:

- On the stairwell landing outside the rental unit, he observed a broken machine, a mirror, shoes, and slippers. He also noted a security camera hanging from the railing and a peephole installed.
- While inspecting the bathroom, the Landlord testified that the bathroom door had been altered so that it now swung outward instead of inward, and the vanity light had been removed. In the bedroom area, the Landlord discovered that the Tenant had removed the light shade and installed a plug-in fan with a light bulb. He also observed several damaged areas on the ceiling that appeared to have been made by a sharp object. Additionally, a portion of one wall had been painted black without permission. Lastly, a padlock had been installed on the secondary exit without the Landlord's consent.
- The Landlord observed that in the entrance area, LED lights were hanging by the wires from the ceiling, the original lamp shade was missing. The smoke detector and carbon monoxide detectors were missing.

5. The Tenant's actions appear to have been wilful, as they deliberately painted the walls and reversed the doors. The Tenant also negligently damaged the ceiling and abandoned items outside the stairwell. These actions required the Landlord to incur expenses for repairs, replacements, and labour to restore the rental unit to its original condition. The Landlord stated that he will incur costs of \$500.00 to repair or replace the affected items, and he is entitled to recover that amount.

6. Daily compensation, NSF charges, rent deposit

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

7. The Landlord did not seek eviction order. Instead, the Landlord requested that the Tenant be ordered to pay for the damages and costs of filing the application.

8. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application and \$500.00 for the damages to the rental unit.

2. The total amount the Tenant must pay the Landlord is \$686.00.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.

March 16, 2026
Date Issued

Anthony Bruno
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.