



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

File Number: LTB-L-105799-25

In the matter of: UNIT 515, 85 QUEENS WHARF RD
TORONTO ON M5V0J9

Between: Tze Soo Chiu Chiu Landlord

And

Luis Octavio Urrea Monroy Tenant

Tze Soo Chiu Chiu (the 'Landlord') applied for an order to terminate the tenancy and evict Luis Octavio Urrea Monroy (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

This application was heard by videoconference on February 3, 2026.

The Landlord's legal representative Raymond Lee, the Landlord's agent Brian Chiu, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did not prove, on a balance of probabilities, the grounds for termination of the tenancy. Therefore, the Landlord's application must be dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. On October 30, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of November 19, 2025. The notice of termination contains the allegation that on June 15, 2025, a water pipe was broken in the Tenant's unit causing a flood. The Landlord's N5 notice also alleges that by October 30, 2025, the Tenant failed to pay two invoices as a result of the flood.
4. The failure to pay invoices is alleged as substantial interference pursuant to section 64 of the Act, and not wilful or negligent damage pursuant to section 62 of the Act.

5. The Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination in relation to the flood. There was no evidence that the Tenant caused another flood within the seven-day voiding period after October 30, 2025.
6. I do not find that the Landlord's allegation that the Tenant failed to pay invoices based on alleged damage is a substantial interference with a lawful right or interest of the Landlord in the absence of a determination that the Tenant is liable for the cost to repair the damage.
7. Further, the allegation in relation to the unpaid invoices lacks sufficient reasons and details specifically, a copy of the invoices or an amount the Tenant could pay to void the notice.
8. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act) in relation to the flood. The allegation in relation to the unpaid invoices is dismissed.

Compensation for Damage

9. The Landlord's representative made submissions that the Landlord is seeking the reimbursement of their insurance deductible in the amount of \$5,000.00 and would abandon any request for general damage claimed in the application.
10. The Landlord did not claim compensation for damage in their application, and "Reason 4" in the Landlord's L2 application is blank. The Landlord's N5 notice does not specify a quantum of damage being alleged.
11. Despite the Landlord filing a document titled, "Schedule A - L2 - Brian .pdf", this was submitted on January 26, 2026, after the application was filed and is not listed as an "Attached Document" to the Landlord's L2 application.
12. The Landlord's document "Schedule A - L2 - Brian .pdf" cannot be considered a schedule to the application since it was filed separately after the application, and there was no request to amend the application at the hearing. Despite hearing evidence relating to the deductible cost, in the absence of a claim for damage listed in the L2 application no compensation can be ordered.

It is ordered that:

1. The Landlord's application is dismissed.

March 20, 2026
Date Issued

Kyle McGraw
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.