



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-066903-23

In the matter of: 3, 159 STANLEY AVE
ETOBICOKE ON M8V1N8

Between: Anh Nguyen Landlord

And

Taylor Adegboruwa Tenant
Christopher caleb Aarons

Anh Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Taylor Adegboruwa and Christopher caleb Aarons (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 3, 2026 at 1:00 pm.

Only the Landlord Representative Roman Komarov and the Landlord attended the hearing.

As of 1:30 pm, 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 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. The Tenant vacated the rental unit on October 22, 2024.

N7 Notice of Termination

4. On August 16, 2023, the Landlord gave the Tenant an N7 notice of termination deemed served on August 21, 2023 the notice of termination contains the following allegations:
 - a. Between May 20, 2022 and July 27, 2023, there were several incidents of alleged violence perpetrated by the Tenant on another tenant in the residential complex and or the Landlord resulting in the other tenant vacating and the police being called;
 - b. Between May 20, 2022 and July 27, 2023, the Landlord along with their contractors attended the rental unit to either conduct inspections or complete repairs based on damages previously observed or reported. During each of these visits new damage was observed and determined to be willful in nature.
5. The N7 Notice gave a termination date of September 1, 2023.
6. The Landlord attested to the alleged events and the damage, including photographs taken and entered in evidence. They also attested to the Tenant having been arrested and charged as a result.
7. Based on the above uncontested testimony, the Tenant has seriously impaired the safety of another tenant and the Landlord by physically assaulting or threatening them. This conduct occurred in the residential complex.

Undue Damage

8. The Tenant has wilfully caused undue damage to the rental unit and residential complex by damaging the interior of the rental unit, to include creating holes in the walls, damaging the bathroom and windows, and the exterior fencing resulting in a property standards order, entered in evidence, being issued against the Landlord.

Compensation for damages

9. Based on the uncontested testimony and evidence I am satisfied on the balance of probabilities that the Tenant, wilfully or negligently caused undue damage to the rental unit and residential complex to include that to the walls, bathroom, windows and exterior of the complex.
10. The Landlord has incurred reasonable costs of \$21,640.00 to repair the damage and or replace property that was damaged and cannot be repaired as supported by the invoices entered.

Daily compensation, NSF charges, rent deposit

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 22, 2024.
2. The Tenant shall pay to the Landlord \$21,640.00 which represents the reasonable costs of repairing the damage and or replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$21,826.00.
5. If the Tenants do not pay the Landlord the full amount owing on or before April 4, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Kelly Delaney
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.

