



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

File Number: LTB-L-092484-25

In the matter of: 3, 144 PORTLAND ST
ETOBICOKE ON M8Y1B2

Between: Armanda Marmugi Landlord

And

Aquilino Reyes Tenant

Armanda Marmugi (the 'Landlord') applied for an order to terminate the tenancy and evict Aquilino Reyes (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 Landlord also applied for an order requiring 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 10, 2026.

Only the Landlord and the Landlord's legal representative, David Ciobotaru, attended the hearing.

As of 1:19 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Tenant did not attend the hearing throughout the entire hearing block. 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 reasonable out-of-pocket costs for undue damage.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On October 20, 2025, the Landlord gave the Tenant an N5 notice of termination for wilful or negligent damage and for substantial interference with the reasonable enjoyment or lawful right, privilege or interest of the Landlord. The notice of termination contains the following allegations:

Sept 24, 2024

- The Tenant installed shelves in the living room without consent of the Landlord
- Clutter in front of the main entrance and second entrance and
- electrical wires left on the floor in the bathroom,
- bathroom ceiling damaged.

August 14, 2025

- flood in the kitchen due to a clogged drain,
 - unit not in ordinary state of cleanliness,
 - shelves still installed on walls,
 - pet droppings and dander on the floor in living room,
 - boxes, garbage and household items stacked in the living room,
 - kitchen counters cluttered with dirty dishes and appliances,
 - damage to the bathroom vanity, vanity mirror, shower and shower fixtures.
 - The Landlord incurred out of pocket expenses for replacing the kitchen faucet in the amount of \$406.74 and unclogging the kitchen sink and snaking and flushing the drain assembly in the amount of \$635.96.
 - The Landlord is also seeking for renovating the bathroom in the amount of \$26,960 plus HST in the total amount \$30,464.80.
4. The Landlord gave evidence with respect to the allegations set out on the N5 notice of termination.
5. The rental unit consists of four bedrooms. The tenancy commenced on July 21, 2022. According to the Landlord, the unit was newly renovated when the Tenant entered into the tenancy agreement with the Landlord.
6. The Landlord testified that the Tenant had painted murals on the walls, installed shelving in the living room, corridor and the bedrooms. There is also an excessive amount of clutter in the rental unit without clear passageways.
7. According to the Landlord, the Tenant caused a flood in the rental unit when the drain clogged because the Tenant was eating nuts and disposing of the shells in the drain. which in turn clogged the drain. In addition, the Tenant damaged the faucet which had to be replaced.
8. The Tenant also left an electrical wire loose for a whole year, which posed danger to him and others.
9. When questioned about what appeared to be a high estimate for the repairs, the Landlord stated that the rental unit was renovated five years ago, just before the Tenant moved in.

10. According to the Landlord, the painting of the unit was expensive (\$18,710.00) because shelves had to be removed and walls repaired.
11. The Landlord submitted into evidence photographs of the walls with the shelving.
12. The Landlord did not submit any photographs of the alleged damage to the bathroom.
13. The Landlord stated that one corner of the mirror was not in perfect condition, the vanity was unstable, the shower fixture had to be replaced and ceiling repaired.
14. Based on the evidence before me, I find that the Landlord's estimate of the repairs was excessive and, as such, unreasonable. As a result, the part of the N5 notice of termination based on undue damage is defective. The Landlord cannot seek termination of the tenancy based on this part of the notice of termination.
15. I do find, however, that the Tenant wilfully or negligently caused undue damage to the rental unit or residential complex.
16. Based on the evidence of the alleged damage, I find that a reasonable amount to repair the bathroom (replace vanity, mirror and shower fixture and ceiling) is \$1,500.00 and to paint the rental unit is \$5,000.00.
17. In total, the Landlord has incurred reasonable costs of repair \$1,042.70 (\$406.74 plus \$635.96) to repair the damage in the kitchen and will incur costs of repairs to the bathroom and walls of \$6,500.00 (\$1,500 plus \$5,000.00), in the total amount of \$7,542.70.
18. Based on the uncontested evidence before me, I also find, that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord.
19. The Tenant did not correct the complained of deficiencies after receiving the N5 notice of termination, that is remove shelving from the walls, remove electrical wire, and bring the rental unit into a state of ordinary cleanliness. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord was not aware of any circumstances which would lead me to delay or deny eviction. 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.

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 4, 2026.

2. If the unit is not vacated on or before April 4, 2026, then starting April 5, 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 April 5, 2026.
4. The Tenant shall pay to the Landlord \$7,542.70, 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 total amount the Tenant must pay the Landlord is \$7,728.70.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Tenant 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

Jana Rozehnal

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 5, 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.