



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: TBDSSAB Housing Programs v Mazinakouskang, 2026 ONLTB 24036

Date: 2026-03-19

File Number: LTB-L-007608-26

In the matter of: 202, 515 GORE ST W
THUNDER BAY ON P7E3S1

Between: TBDSSAB Housing Programs Landlord

And

Kerrie Mazinakouskang Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Kerrie Mazinakouskang (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

TBDSSAB Housing Programs (the 'Landlord') also applied for an order requiring Kerrie Mazinakouskang (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 18, 2026.

The Landlord's representative Jennifer Fenton and the Landlord's agent/ property manager Jamie Petrin (JP) attended the hearing.

As of 1:16 p.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. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 24, 2026 and pay the Landlord out-of-pocket costs the Landlord has incurred to repair and replace undue damage to property as outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 2, 2026, the Landlord gave the Tenant N6 and N7 notices of termination, alleging that the Tenant seriously impaired the safety of another person and committed an illegal act in the residential complex as follows:

December 13, 2025 Incident:

- At 11:25 AM, exited unit, damaged the stairwell door closure which is a fire code violation and hit the fire alarm repeatedly.
- At 6:20 p.m., the Tenant is seen exiting the rental unit holding a cigarette and smoking it in the doorway.
- And at 7:09 p.m., throwing things at the door of rental unit 201, smashing glass in the hallway and chasing another tenant in the hallway yelling at them until the police arrived at 9:45 p.m., and arrested the Tenant.

December 19, 2025 rental unit inspection:

- revealed that there were missing electrical plates and that the electrical wiring had been tampered with and pulled from the walls. Additionally, multiple holes were found in the drywall with a knife and hammer sticking out of the wall.
4. Section 61(1) of the *Residential Tenancies Act* (2006) (the 'Act') states:

61(1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.
 5. Additionally, section 66(1) of the Act states:

66(1) A landlord may give a tenant notice of termination of the tenancy if,

(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and

(b) the act or omission occurs in the residential complex.

6. The Landlord's agent/ property manager Jamie Petrin (JP) testified about the rental unit condition on inspection of December 19, 2025. That the Landlord discovered that the unit had been wilfully and/or negligently damaged. The photos as evidenced demonstrate graffiti on the walls throughout the rental unit, the unit being very disorganized, garbage all over and walls are visibly damaged by holes in the drywall appearing to be caused by hammering and other tools.
7. The bedroom window appears to be blocked off by cardboard, the Landlord's witness testifying to the Tenant using windows as an access point when she is locked out of the rental unit.
8. On January 31, February 18 and March 14, 2025, staff of the Landlord found three individual broken windows in the Tenant's rental unit. That as the Tenant uses the window as an access point, despite the windows being replaced, inevitably another one is broken again within a period of time.
9. The Landlord claims incurred costs of \$1,190.00 to repair the damage and replace broken windows in the Tenant's rental unit that were damaged and cannot be reasonably repaired.
10. Jamie Petrin (JP) further testified to the photos on pages 7-8 DOC-7392868 as taken from the recorded footage from camera #5 of December 13, 2025, where the Tenant is shown disabling and damaging the door locking mechanism which leads into the stairwell of the residential complex and hitting the fire alarm with her hand repeatedly.
11. That the Tenant was disturbing the tenant of rental unit 201, coming and out the unit, bringing various items back into her own unit, spilling a white powdery substance by their door, and throwing garbage into the hallway. That later that day at approximately 6:20 p.m., the Tenant is seen exiting the rental unit holding a cigarette in her hand, she wondered the halls smoking a cigarette and kicking the door of rental unit 302. (JP) testified to the Tenant's disruptive and threatening actions throughout the day which ultimately led to her being arrested later that night.

Serious impairment of safety & Illegal act

12. In order to be successful on these grounds, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others and that the Tenant has committed an illegal act in the rental unit or the residential complex.
13. Based on the uncontested evidence of the Landlord, and on a balance of probabilities, I find that the Tenant committed an illegal and has seriously the safety of other Tenants by damaging the door closure mechanism which is a fire code violation, by hitting the fire alarm repeatedly and smoking in the complex parameters which is contrary to the *Smoke-Free Ontario Act, 2017*. This conduct occurred in the residential complex.
14. Tampering with, or disconnecting/removing a door closure mechanism and attempting to or damaging a smoke alarm in a multi residential building is a serious safety hazard for all

of the tenants of the building, including the Tenant herself, as a properly functioning fire rated door is in place to keep fire from possibly spreading, and in order to be effective, these must be self closing. Smoke alarms give early warning of a situation of emergency and enables tenants and the Landlord to address a fire hazard in a timely fashion. Such safety features must always be in working order.

15. Further, based on the evidence before me, I am satisfied that the Tenant, by engaging in the conduct as detailed in the Form N6 and N7, and as described in paragraphs 8 and 9, above, has wilfully or negligently caused undue damage to the rental unit or the residential complex.
16. The Tenant was required to pay the Landlord \$89.50 in daily compensation for use and occupation of the rental unit for the period from January 25, 2026 to February 18, 2026.
17. Based on the monthly rent, the daily compensation is \$3.58. This amount is calculated as follows: \$109.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

Compensation for damages

20. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. In connection to their claim, the Landlord evidenced messages inclusive of photos with Beeriteglass as contained in DOC-7392877 in which it was outlined that the Landlord paid for the replacement of three windows at the Tenant's rental unit # 202-515 Gore St W, Thunder Bay.
21. The Landlord has incurred reasonable costs of \$1,190.00 to repair the damage and replace property that was damaged and cannot be repaired.
22. The Landlord seeks an expedited order for eviction.

Relief from eviction

23. 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. The Tenant failed to attend the hearing to provide evidence of their circumstances and the Landlord's Representative submitted that they are unaware of any circumstances that would cause me to delay or deny an eviction.
24. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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 March 24, 2026.
2. If the unit is not vacated on or before March 24, 2026, then starting March 25, 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 March 25, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$89.50, which represents compensation for the use of the unit from January 25, 2026 to February 18, 2026, less amounts paid.
5. The Tenant shall also pay the Landlord compensation of \$3.58 per day for the use of the unit starting February 19, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,190.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$1,465.50.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026 at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Alicia Johnson
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 September 25, 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.