



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096004-25

In the matter of: 107, 221 GLENRIDGE AVE
ST CATHARINES ON L2T3Y7

Between: Homestead Land Holdings Limited Landlord

And

Kirby Parkins Tenants
Cinthia Diamond Rougoor

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Kirby Parkins and Cinthia Diamond Rougoor (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

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

This application was heard by videoconference on February 10, 2026.

Only the Landlord's legal representative Prarthana Bhat, and the Landlord's witness Pauline Gwizd (P.G) attended the hearing.

As of the time of the hearing, the Tenants were 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. Therefore, the tenancy between the parties is terminated.
2. The Landlord has not proven on balance of probabilities the claim for compensation in the application. Thus, the Landlord will not be awarded daily compensation.

3. The Tenants were in possession of the rental unit on the date the application was filed.
4. On October 20, 2025, the Landlord gave the Tenants a voidable N5 notice of termination pursuant to subsection 62 and 64 of the *Residential Tenancies Act*, 2006 ('the Act'). A summary of the allegation on the notice is that on October 7, 2025, the Landlord's agent was notified that the glass window located in the main lobby of the residential complex was broken. Upon review of the surveillance footage the Landlord's agent discovered that the Tenants exited the front lobby doors and stopped at a bench located outside in the front of the building. The Tenants got into a verbal altercation during which one Tenants placed the other in a headlock. Following the altercation, one of the Tenants later re-entered the building alone, and while visibly agitated, clenched their fists and struck the glass window located in the main lobby of the residential complex causing it to shatter.
5. The seven-day voiding period in this case is from October 21, 2025, to October 27, 2025.
6. P.G testified and confirmed the incidents contained in the first N5 notice of termination. She testified that on October 7, 2025, at 3:30a.m., she received a call from a tenant residing the residential complex that a glass window located the building was damaged. Upon arrival at the building where the rental unit is located, she observed that the glass window located in the main lobby of the residential complex was broken. She later reviewed the security surveillance footage and observed that one of the Tenants (Kirby Parkins) re-entered the building after having a verbal altercation with the other Tenant (Cinthia Diamond Rougoor) and punched the glass window located in the main lobby of the residential complex causing it to shatter.
7. P.G further testified that contractors attended the building to replace the damaged window and as a result the Landlord incurred costs in the amount of \$4,801.46. She provided copies of the invoices to the Tenants, and of the hearing date, the total amount remains outstanding.
8. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Tenants, did not void the N5 Notice, and that the Tenant (Kirby Parkins) wilfully caused undue damage to the residential complex. I accept P.G's uncontested evidence. Her testimony was corroborated by surveillance footage filed with the Board which clearly shows that the tenant Kirby Parkins wilfully punched a glass window located in the residential complex and caused it to shatter. Photographs of the damaged window and copies of the invoices were also filed as evidence with the Board and confirm that the damage to the window was undue. As the amount of the invoice is still outstanding by the Tenants as of the hearing date, I find the Tenants did not void the N5 notice of termination in accordance with section 62(3) of the Act.
9. Since I am satisfied on the ground for the termination of the tenancy pursuant to subsection 62 of the Act, I do not need to consider the ground for termination of the tenancy under subsection 64 of the Act.

Daily Compensation

10. The Landlord seeks daily compensation for use and occupation of the rental unit from the termination date. The Landlord did not provide sufficient evidence as to how much the Tenants have paid to the Landlord in rent since the termination date or the total amount

being claimed for daily compensation. I am not satisfied on a balance of probabilities, that the Landlord has proven their claim for daily compensation. Therefore, I decline to award daily compensation.

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

Relief from Eviction

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's legal representative is not aware of any circumstances which the Board should be made aware of whether to refuse or delay eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 11, 2026.
2. If the unit is not vacated on or before April 11, 2026, then starting April 12, 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 12, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before April 11, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 12, 2026, at 4.00% annually on the balance outstanding.

March 31, 2026

Date Issued

Inderdeep Padda

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 October 12, 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.