



Order under Section 69 Residential Tenancies Act, 2006

Citation: Drewlo Holdings Inc. v Kim, 2026 ONLTB 25551

Date: 2026-04-01

File Number: LTB-L-105136-25

In the matter of: 304, 420 NORTH ST
LONDON ON N6K2H6

Between: Drewlo Holdings Inc. Landlord

And

Kim Marshall Tenant

Drewlo Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kim Marshall (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 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 23, 2026.

The Landlord's representative Susan Pelton and the Tenant attended the hearing. Patrick Coughlan testified for the Landlord. Clint Adili testified for the Tenant.

Reasons:

1. The Landlord brings this application to terminate the tenancy based on an N7 notice for wilful damage to the premises and serious impairment of safety pursuant to sections 63(1)(a) and 66 of the *Residential Tenancies Act, 2006* (RTA). The N7 alleged that on October 27, 2025, an occupant of the rental unit, Clint Adili, threw rocks into a parking lot attached to the residential complex. One of the rocks smashed a car windshield.
2. The Tenant denies that Mr. Adili threw the rocks.

3. For the following reasons, the Landlord has proved on a balance of probabilities that Mr. Adili threw the rocks, and that doing so seriously impaired the safety of persons in the residential complex. In all the circumstances, it would be unfair to grant relief from eviction. The tenancy will be terminated.

Evidence

4. The morning of October 28, 2025, the building manager, Patrick Coughlan, received a complaint that a tenant's car windshield had been smashed overnight. He investigated the complaint by attending the scene himself, and by reviewing security camera footage. Based on his investigation, he concluded that the rocks were thrown by Mr. Adili, who lives with the Tenant.
5. Mr. Coughlan adduced thorough evidence including security footage and photos. The evidence gives me a very good understanding of the layout of the property, which I summarize here.
6. The property includes two buildings, two parking lots, and a single pool and garden area. The garden area contains a quantity of roughly fist-sized decorative white rocks. The rocks are quite distinctive, and I am satisfied that they are not found anywhere else on or near the premises. The garden is located not far from one of the parking lots.
7. On October 27, security footage shows Mr. Adili leaving his building's front door with a small white dog. Mr. Adili is identifiable in the footage, and Mr. Coughlan testified that he recognizes him.
8. The footage shows Mr. Adili walking around the building, past the parking lot, towards the general direction of the garden.
9. Moments later, footage from another camera shows someone approaching the garden from the direction of the building's front door. The camera is too far away for the person to be recognizable, but he is walking a small white dog which looks identical to the one Mr. Adili was walking moments earlier. Mr. Coughlan testified that he reviewed all the footage, and saw no other person near the garden that evening. I am satisfied that the person shown in the footage is Mr. Adili.
10. The footage shows Mr. Adili approach the area with the white rocks, and bend over. What he does while bent over is obscured from view. He then walks back towards the parking lot.
11. Moments later, parking lot footage shows white rocks appearing in and around the parking lot. The frame rate is too low to show the rocks arriving, but it is clear that they are being thrown from off-camera. Partway through the footage, the windshield of one of the cars in the parking lot is smashed.
12. Shortly thereafter, footage shows Mr. Adili returning to the front door from the general direction of the garden, and going back into the building.

13. Mr. Adili testified that he took his dog for a walk on October 27, but did not throw the rocks. He saw a couple of other people out walking, who might have thrown them. He did not see the rocks being thrown.

Findings of fact

14. The evidence is overwhelming. I have no hesitation in finding on a balance of probabilities that Mr. Adili threw rocks into the parking lot, one of which smashed a car window. He bent down next to the garden rocks moments before they were thrown. There was no one else near the rocks at the relevant time.
15. I am satisfied that Mr. Adili's conduct wilfully or negligently damaged the car windshield. However, I am not satisfied that a car parked on the premises was part of "the residential complex" within the meaning of the RTA. Consequently, I do not find that Mr. Adili damaged the residential complex within the meaning of section 63(1)(a).
16. However, I am satisfied that Mr. Adili's conduct seriously impaired the safety of persons in the residential complex within the meaning of section 66. The rocks were thrown all over the parking lot, with sufficient force to smash a car windshield. Anyone walking in the parking lot could have been hit, and seriously injured.
17. The Landlord has proved the grounds to terminate the tenancy for serious impairment of safety.

Relief from eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the RTA.
19. The Tenant asks that eviction be refused. She testified that she and Mr. Adili keep to themselves and get along with everyone in the building.
20. The problem with the Tenant's testimony is that it is clearly not true. Mr. Adili does not keep to himself. On the contrary, on October 27, he launched a volley of rocks into the parking lot, seriously endangering public safety.
21. Furthermore, Mr. Coughlan testified that, a week before this hearing, white garden rocks were again thrown into the parking lot. One of them smashed the windshield of Mr. Coughlan's truck. This time, they were thrown from an angle not visible to the security cameras. On a balance of probabilities, I have no difficulty concluding that Mr. Adili threw them.
22. I recognize that Mr. Adili may have told the Tenant that he did not throw the rocks on October 27, and that she may have been inclined to believe him. However, the video evidence was sent to her prior to the hearing, and also played at the hearing. Even after seeing the video and hearing Mr. Coughlan's testimony, the Tenant maintained Mr. Adili's innocence. As a result, she did not testify that she will take any steps to stop him from continuing to throw rocks at the parking lot.

23. In short, Mr. Adili's continued presence in the building poses a serious public safety risk. Although eviction may have a significant impact on them, it would be unfair to postpone or refuse eviction. An expedited eviction order will issue.

Compensation for use of the unit

24. The Tenant was required to pay the Landlord \$3,309.70 in daily compensation for use and occupation of the rental unit for the period from November 29, 2025 to March 23, 2026.
25. Based on the monthly rent, the daily compensation is \$28.78. This amount is calculated as follows: $\$875.30 \times 12$, divided by 365 days.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
27. The Landlord collected a rent deposit of \$734.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$21.81 is owing to the Tenant for the period from January 1, 2025 to March 23, 2026.
28. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay, as well as any amounts the Tenant has already paid in rent for the relevant time period.

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 6, 2026.
2. If the unit is not vacated on or before April 6, 2026, then starting April 7, 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 7, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$3,309.70, which represents compensation for the use of the unit from November 29, 2025 to March 23, 2026.
5. The Tenant shall also pay the Landlord compensation of \$28.78 per day for the use of the unit starting March 24, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$755.81 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$2,739.89, less any rent already paid for the relevant time period.

9. If the Tenant does not pay the Landlord the full amount owing on or before April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Dale Whitmore
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 7, 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.