



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: 2707 Yonge Holdings Limited v Potts, 2026 ONLTB 27057

Date: 2026-03-31

File Number: LTB-L-007334-26

In the matter of: UNIT 211, 2707 YONGE ST
TORONTO ON M4N2H8

Between: 2707 Yonge Holdings Limited

Landlord

And

Amanda Potts

Tenant

2707 Yonge Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Potts (the 'Tenant') because the Tenant failed to meet a condition specified in the order issued by the LTB on December 11, 2025 with respect to application LTB-L-067618-25.

A hearing was held by videoconference on March 4, 2026 to consider this application.

Only the Landlord's agent, Mark Lichtenstein ('ML'), and the Landlord's legal representative, Roman Komarov ('RK'), attended the hearing.

As of 1:49 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. The order issued December 11, 2025 provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.

The breach

2. The December 11, 2025 order provides that for a 12-month period, beginning December 11, 2025, the Tenant shall refrain from causing further willful or negligent damage to the rental unit.

3. On January 26, 2026 the Landlord filed an *ex parte* application to the LTB under section 78 of the Act, alleging that the Tenant breached the provision of the December 11, 2025 order referred to at paragraph 2, above.
4. The Landlord alleges that on December 28, 2025, the Tenant contacted the Landlord to inform that the stove in the rental unit had been damaged. The Tenant stated that this was an accident, and that a pot had fallen from a cupboard and damaged the stove. The Landlord alleges that the damage to the stove was undue and caused by the willful or negligent conduct of the Tenant or someone living with or visiting her.
5. On February 2, 2026, a Member Endorsement was issued directing this application to a hearing.
6. ML is the Landlord's property manager relative to the residential complex, and he is familiar with the Tenant's tenancy.
7. ML swore an affidavit in support of the Landlord's application (DOC-7232368), and also gave oral evidence at the hearing.
8. ML presented as evidence a copy of the December 28, 2025 email from the Tenant informing the Landlord about the damage to the stove. In the email, the Tenant wrote:

“There was recently an accident with the stove. A pot fell from the cupboard above onto the element and it broke. The stove needs to be replaced as it is currently unusable” (DOC-7232368, p. 20).

9. ML also presented as evidence three photos of the damage to the stove. The photos show the back right heating element on the stove was shattered (DOC-7232368, pp. 22-24). ML said there is a shallow cupboard above the stove, which he described as a standard above-stove cupboard.
10. ML said that he believes it is unlikely that a pot would have fallen from the cupboard and hit the back portion of the stove. I agree with this assessment. As ML testified, If a pot had fallen from the cupboard, it is more likely than not that the pot would have hit closer to the front of the stove. It is unlikely that the pot would have fallen, went backward, and hit directly on top of the back right heating element.
11. When ML visited the unit a few days after the December 28, 2025 email and asked the Tenant what happened, she only said that something fell.
12. The damage to the stove is clearly undue. The shattered stove top is beyond normal wear and tear.
13. I also find that the damage was caused by the willful or negligent conduct of the Tenant or someone living with or visiting her. Since the Tenant was not present at the hearing, there was no evidence as to how the stove was damaged, except the hearsay evidence presented by ML about what the Tenant wrote and said about what happened. I agree with RK that the Tenant's explanation is not plausible for the reasons set out above.

14. I do not make a finding as to exactly how the damage occurred given the lack of evidence, but it can be reasonably inferred from the nature of the damage that, on a balance of probabilities, the damage was caused by a willful or negligent action or omission of the Tenant or someone living with or visiting here.
15. I therefore find that the Tenant failed to comply with the condition in the December 11, 2025 order, set out at paragraph 2 above.
16. The Landlord's application was filed within 30 days of the breach.
17. ML and RK were not aware of any circumstances of the Tenant that I should consider relative to whether eviction should be delayed or denied.
18. 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. Order LTB-L-067618-25 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 11, 2026.
3. 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.
4. 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.

March 31, 2026
Date Issued

Mark Melchers
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.