



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

File Number: LTB-L-070143-25

In the matter of: 510, 100 JAMES ST
SAULT STE. MARIE ON P6A6B8

Between: One Hundred Rentals Inc. Landlord

And

Daniel Koral Tenant

One Hundred Rentals Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Koral (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 January 6, 2026.

The Landlord's Legal Representative, N. Chevalier, the Landlord's Agent, Holly Woudstra, the Tenant's Legal Representative, B. Hrynuik, and the Tenant attended the hearing.

The following witness testified at the hearing:

Carol Koch (CK), the Tenant's mother, on behalf of the Tenant.

Leni Mazzuca (LM), the Tenant's CMHA worker, on behalf of the Tenant

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for termination of the tenancy. However, the eviction is denied.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 22, 2025, the Landlord gave the Tenant a Notice to End your Tenancy For Causing Serious Problems in the Rental Unit or Residential complex (N7 Notice) pursuant

to sections 63 and 66 of the *Residential Tenancies Act, 2006* (the 'Act'). The notice of termination contains the following allegations:

- On August 30, 2025 at 1:30 p.m., the Landlord's Agent and Resident Manager conducted an inspection of the unit. The following extremely hazardous, unsanitary, and damaging conditions were documents:
 - piles of combustible garbage, measuring 5 feet high by 5 feet wide, in entryway, kitchen, living room, bedroom, bathroom and storage closet.
 - Garbage included: rotting food, soiled diapers, chemical containers, potting soil, cigarette butts, paper waste, bleach, and used household items
 - Tenant has been extinguishing lit cigarette directly on carpet, leaving burn holes and ashes
 - Multiple damaged and overloaded extension cords were running under piles of flammable material and up walls
 - Condition of unit blocks emergency access and exit.
 - Property and Structural Damage – 48 large holes in drywall causing by punching or blunt force, 2 holes measuring 3x5 feet in living room and hallway, millions of BB and pellet holes in drywall from tenant firing air guns indoors, interior doors kicked in, damaged frames, missing knobs, missing outlet and switch covers, graffiti throughout, broken ceiling fixtures, bathroom damage includes removed toilet seat, ripped towel bar, missing shower rod, broken plumbing fixtures, vanity pulled from wall, and water damaged floors, bathtub found overflowing with water and garbage, refrigerator contained rotting food and was extremely dirty with broken shelves, kitchen cabinets damaged
 - Unit covered in urine, feces, ashes, potting soil, and decomposing organic material.
 - Strong odour of decomposition and chemicals
 - Open bleach bottles spilled onto carpet
- Conduct of the Tenant and Condition of the unit seriously impairs the safety of all occupants in the residential complex, creates and imminent risk of fire, health hazard, and structural risk, substantially interferes with the landlord's obligation to maintain fire safety and building standards, damaged to property to a degree requiring extensive repairs and cleaning.

4. Subsection 63(1) of the Act provides in part that:

Despite section 62, a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex,

(a) wilfully causes undue damage to the rental unit or the residential complex; or

5. Subsection 66(1) of the Act provides that:

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.

Evidence

6. The residential complex is a five storey building containing 76 units. The Tenant is 61 years old and receives monthly ODSP. He moved into the unit in 1992 and has lived in the unit for over 33 years. He disclosed having mental and physical health issues that are known to the Landlord, namely that he has Paranoid Schizophrenia, OCD, nerve damage, Pigmentosa, and Incontinence. He also disclosed that he takes medication for cholesterol, heart, brain (mental), bladder, and bowels issues.
7. The Landlord's Agent stated that over the course of the last five years they have tried to work with the Tenant and his supports, namely a case worker (CMHA) and his mother, to try to get the unit in a proper condition. She stated that there is on-going damage to the unit, storage of excessive amounts of garbage, and a strong odour coming from the unit. In support of the issues outlined in the N7 Notice, the Landlord's Agent provided copies of photos taken during their inspection on August 20, 2025 into evidence (DOC-6806272pgs81-104).
8. The Landlord's Agent also stated that the Fire Department inspected the unit and issued the Landlord a Violation Notice. She stated that the Fire Inspector could not get access into the unit on their first visit but noticed that the outside of the entry door had decorative lighting attached to it. In support of her assertion she provided a copy of the Sault Ste. Marie Fire Services Inspection Order, confirming an inspection on September 10, 2025, into evidence (DOC-6806272pg52-57). As per the Inspection Order the reasons for order and action required stated the following:

“Fire Code References:

Closures in fire separations shall not be obstructed, blocked, wedged open, or altered in any way that would prevent the intended operation of the closure.

Reasons:

Unit 510s door has been altered with decorative tube lighting.

Action Required:

Remove decorative tube lighting from the door so the closure can properly function.”

9. The Landlord's Agent also stated that she gave a letter to the Tenant regarding this violation by putting it in his mailbox, and sending a copy to his mother and case worker. The Landlord's Agent confirmed that the lighting on the door was removed before the next inspection date. She stated that the Fire Department conducted another inspection on

October 7, 2025 and found piles of combustible items around the baseboard heaters. In support of her assertion she provided a copy of that Inspection Order into evidence (DOC-6806272pgs36-41). As per this Inspection Order the reasons for order and action required stated the following:

"Fire Code References:

Heating, ventilating and air-conditioning systems, including appliances, chimneys and flue pipes, shall be operated and maintained so as not to create a hazardous condition.

Reasons:

Unit 510 has combustibles piled on top of the heating systems throughout the unit.

Action Required:

Move combustibles 1m (3 feet) away from the heating sources."

10. The Landlord's Agent stated that they had to comply with this order by October 24, 2025 so she handed the Tenant the letter, and provided a copy to his mother. The Landlord's Agent confirmed that this order was complied with the day before the due date simply because the Tenant had moved the piles of garbage three feet away from the baseboard heaters.
11. The Landlord's Agent stated that the photos entered into evidence show the damage in the rental unit. She provided a copy of a quote totalling \$41,136.90 received from Winmar dated November 27, 2025, to restore the unit by repairing the damage and making it habitable, into evidence (DOC-6991622).
12. The Landlord's Agent maintained that she has made on-going attempts to understand the needs and supports the Tenant requires. She has reached out to his mother, his case worker and the Tenant's Legal Representative for assistance to try to change the Tenant's behaviours and ensure that the unit is not a fire hazard. In support of her assertion, she provided a copy of an email dated October 10, 2025 sent to Leni, the Tenant's case worker, and copied to his mother, into evidence (DOC-6806272pg3). Upon review of this email, it addressed the two Fire Services Inspection Orders mentioned above and sought an update regarding the Tenant's compliance or progress is correcting those hazards found.
13. The Landlord's Agent also provided a copy of an email received by the Tenant's mother dated September 3, 2025, subject line "It looks like Dan's Sept/25 rent payment went through," into evidence (DOC-6806272pg22). That email references the Tenant's rent payment for September 2025 going through his account and placing him in an overdrawn position with his bank and asking if they can go back to having the Tenant's rent paid by e-transfer so the money is out of his account before he has a chance to pull it out as it is too financially dangerous to continue to pay his rent by "Rent Café." That email concluded with the line "Leni is looking into seeing what can be done for Dan with regards to his emotional health right now. Thanks."

14. In response to the Tenant's mother's email, the Landlord's Agent provided a copy of an email she sent to the Tenant's mother on September 4, 2025 with the subject heading "N7- Notice of Termination" into evidence (DOC-6806272pg61). That email stated the following:

"Thank you for your e-mail regarding Daniel. While we are mindful of his health challenges, this has been an ongoing issue that has now escalated beyond what can be reasonably managed.

Daniel's behaviour has repeatedly impaired the safety and well-being of other residents in the complex. In addition, he has caused extensive damage to the rental unit. As a landlord, we have both a duty and a legal obligation to ensure the health, safety, and reasonable enjoyment of all tenants.

For these reasons, an N7 - Notice to End the Tenancy has been served, and we are seeking an eviction. While we appreciate your advocacy on his behalf, we cannot allow one tenant's conduct to continue jeopardizing the safety of others or the integrity of the property."

15. The Landlord's Agent also stated that she has been in regular communication with the Tenant's mother and has email correspondence going back to 2021 regarding various issues and complaints received about the Tenant. She also confirmed that the Tenant's case worker "Leni" was copied with that communication. The Landlord's Agent described a number of emails sent because of various complaints about the Tenant between July 2023 to January 2025.
16. The Landlord's Agent confirmed that on November 21, 2025 it appeared on their CCTV that the Tenant's Legal Representative and Marcus Gomez, went into the unit then the Tenant started removing bags of garbage and stacking them in the hallway by the elevator, and that some of the bags were leaking. She further stated that she had to help the Tenant take these garbage bags outside and clean the floor in the hallway.
17. Under cross-examination, when asked how long she has noticed damages in the unit, the Landlord's Agent confirmed it appears to be worsening and that she did not know which holes showed up or when. She did confirm that previous repairs were completed to the Tenant's bathroom in 2020, but that the Tenant had caused damage to the vanity in July 2021 and April/May 2023. Under redirect, the Landlord's Agent stated that she has noticed new damage in the unit since August 2020.
18. Under cross-examination, the Landlord's Agent confirmed a letter received from the Tenant's Legal Representative's office in June 2021 which commented about the Landlord's Duty to Accommodate the Tenant due to his mental health issues. Under cross-examination, the Landlord's Agent stated that she has accommodated the Tenant by reaching out to the Tenant's case worker and mother over the last five years asking them for involvement, inviting them to inspect unit, and asking to coordinate a plan.
19. Under cross-examination, the Landlord's Agent confirmed that a copy of the N7 Notice was only sent to the Tenant's case worker and mother on September 12, 2025 although it was served on the Tenant on August 22, 2025. Under cross-examination, the Landlord's Agent

stated that the compliance with the Fire Inspection orders is only temporary and when asked how she knows this, her response was simply that this is what the Fire Inspector had said during the last inspection. Under cross-examination, the Landlord's Agent also agreed that some of the Tenant's behaviour is a result of his mental health issues.

20. The Tenant stated that he complied with the Fire Inspection orders and that on the date of the first inspection he was not home. He acknowledged that he put holes in the walls as a result of mental anguish regarding other issues in the unit, such as the disrepair of the bathroom, and that at the time he was still hearing voices. He also stated that he does not use the stove, only the microwave to cook, and has removed all the extension cords and is now using surge protected power bars. He further stated that he has cleaned up, and all the garbage in his unit is pretty much gone.
21. The Tenant confirmed that "Leni" is his case worker who he has seen over fifteen years. He also confirmed that he is under the care of a doctor and is taking new medication. He further confirmed that he has been on the list for Public Housing for the last four years.
22. The Tenant's mother, CK, testified that her son was diagnosed at age 18. She has not been to the rental unit since 2000 as she is elderly and lives far away. She also testified that the Landlord communicates with her when it is necessary, although she had to request a copy of the N7 Notice. She further testified that she helps the Tenant with advice on how to handle stuff and sometimes helps him financially, including purchasing the power bars for him.
23. Under cross-examination, CK confirmed that she was contacted to assist the Tenant in 2023 as he had relapsed and went to stay in a hotel. She confirmed she helped pay for a dumpster and hired help to go into the unit to clean it out at that time. Under cross-examination, CK confirmed that she had no idea what was going on in the last year, she stated that she wrote the Landlord about doing e-transfers and their response was this eviction. CK further stated that she had advised them in the past to let her know earlier.
24. Under cross-examination, in response to whether or not she had seen the photos submitted by the Landlord, CK responded yes and she has worked with him and got him what he needed to clean it up.
25. LM, the Tenant's CMHA case worker, testified that his role is to assist the Tenant with functioning in society including housing and being an advocate. LM testified that he has worked with the Tenant as needed as he is not easy to get a hold of sometimes. LM also testified that the Tenant has bouts with mania which results in the damages seen in the unit, however LM also testified that the rental unit is 40-50 years old, that he does not remember anyone going into the unit to do repairs, and there was a roof leak years ago. LM testified that the unit also has a lot of wear and tear due to the age and the fact that the Tenant smokes cigarettes inside.
26. Under cross-examination, LM confirmed that over the years the Tenant has become more challenging and when things do not go well for the Tenant, he goes off his medication wherein he'll have delusions and show signs of mania. LM also confirmed that their role is to advocate, educate and assist the Tenant with navigating the rules and accessing services. LM also confirmed that the Tenant is now receiving his medication via injection which is long acting.

Analysis

27. The N7 Notice at the root of this application was provided to the Tenant pursuant to sections 63 and 66 of the Act. These sections provide a higher threshold than other sections such as 62 and 64 of the Act which speak to both willful or negligent undue damage and substantial interference with the reasonable enjoyment of the residential complex or the Landlord's rights, privileges or interests.

Wilful Damage – section 63 of the Act

28. Subsection 63(1) of the Act provides that the undue damage to a rental unit or residential complex must be caused wilfully, meaning it must have been intentional. In this case, based on the evidence before me, I was not satisfied that the undue damage in the rental unit caused by the Tenant was intentional.
29. The Tenant's disclosed mental health issues are known to the Landlord and include OCD and Paranoid Schizophrenia. LM, a case worker for CMHA, testified that the Tenant has had experienced mania when he is off his medication. The Tenant admitted to causing undue damage in the unit, namely holes in the wall, during times of what he described as "mental anguish" and "hearing voices." The standard definition of a state of mania means experiencing a severe episode of abnormally elevated mood, which can often lead to a significant impairment of daily functioning.
30. Since the Landlord's evidence failed to pinpoint when they allege the wilful damage by the Tenant has occurred except for sometime in the last few years and has been ongoing, I find it more likely than not that it could be occurring when the Tenant experiences mania. Given this, since during those times the Tenant had a significant impairment of functioning, I was satisfied that he can not be found to have been acting intentionally during those times. Therefore, I find that the Landlord has not met the burden required by section 63 of the Act that the undue damage caused by the Tenant was wilful. Therefore, the undue damage in the rental unit cannot be considered with respect to the request for an eviction.

Serious Impairment of Safety section 66 of the Act

31. Subsection 66(1) of the Act requires that the Landlord prove on a balance of probabilities that the Tenant's conduct/condition the rental unit has seriously impaired the safety of another person.
32. There was no dispute that at the time of the Landlord's inspection on August 20, 2025, the rental unit was not in an ordinary state of cleanliness and contained a number of health and safety hazards, there was excessive garbage, including food waste and soiled diapers, piled up in various areas of the unit, there were extension cords running across the walls and around the garbage, as well as there were cigarette butts, ashes and burn marks on the floor.
33. There was also no dispute that the Fire Department had inspected the rental unit twice after the N7 Notice was served and issued two notices of violation to the Landlord to ensure compliance with the Fire Code.

34. Based on the uncontested evidence before me, I was satisfied that the Tenant has seriously impaired the safety of all persons including himself in the residential complex by failing to ensure that there are no hazards in his rental unit.

Relief From Eviction

35. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act. I was satisfied on a balance of probabilities that the Tenant was no longer in breach of section 66 of the Act.
36. The Landlord's Legal Representative submitted that the Landlord has gone above and beyond to accommodate the Tenant, by spending money over and over to address the condition of the unit. He also submitted that there is no guarantee that the Tenant will remain on his medications thus these issues will continue. He further submitted that this poses a real risk of fire in the residential complex and therefore the Landlord is requesting an eviction.
37. With respect to the hazardous state of the rental unit, the Tenant stated that he has replaced the extension cords with surge protected power bars, which was also confirmed by the Tenant's mother in her testimony. The Tenant also stated that he has cleaned up the unit and there was no dispute that on November 21, 2025 the Tenant removed a large number of garbage in bags from the unit.
38. As well, there was no dispute that Tenant has complied with the notices of violation issued by the Fire Department. And since, the Fire Department has not returned or issued any other notices of violation with respect to the condition in the unit, I find it more likely than not the rental unit is no longer a fire hazard or in breach of the Fire Code.
39. The Landlord did not provide any evidence of a follow up inspection conducted after the N7 Notice was issued or prior to this hearing. In the absence of such evidence, I find it more likely than not that the Tenant has cleaned up the unit as stated and thus removed any other health or safety hazard that was present at the time of the Landlord's inspection on August 20, 2025.
40. Therefore, since the evidence before is insufficient to find that Tenant is still in breach of section 66 of the Act, I find that it would not be unfair to deny this eviction.
41. This is a long standing tenancy. The Tenant has a known disability and as such the Landlord has a positive Duty to Accommodate the Tenant pursuant to the *Human Rights Code, 1990* (the 'Code') to the point of undue hardship. That duty goes beyond just advising/communicating with the Tenant's supports regarding the issues. The Landlord must meaningfully engage in a process of consultation with the Tenant and if necessary, his health professionals and/or supports, to come up with a reasonable plan to either stop the behaviour complained of or amend its impact.

It is ordered that:

1. The Landlord's application is dismissed.

April 7, 2026

Date Issued

Lisa Del Vecchio

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.