



Order under Section 69 Residential Tenancies Act, 2006

Citation: WIGWAMEN INCORPORATED v PARKER, 2026 ONLTB 28667

Date: 2026-04-08

File Number: LTB-L-106935-25

In the matter of: 212, 20 SEWELLS RD
SCARBOROUGH ON M1B3G5

Between: WIGWAMEN INCORPORATED Landlord

And

TYLER PARKER Tenant

WIGWAMEN INCORPORATED (the 'Landlord') applied for an order to terminate the tenancy and evict TYLER PARKER (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 1, 2026.

Only the Landlord's Legal Representative, Carrie Alywin attended the hearing.

As of 3:03 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 claim for damages and termination and as such, the Tenant shall pay to the Landlord \$2,220.00 by

April 19, 2026 However, given the remedial intent of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the “Act”) , the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below in this order.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. This rental complex consists of 4 storeys and includes 92 units. The Tenant resides in Unit 212 on the second floor of the complex.
4. On December 2, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on December 7, 2025. The notice of termination contains the following allegations: “On November 12, 2025, the Tenant was observed via surveillance video footage, forcefully kicking and banging on the resident’s door who resides in unit 304.” The notice further set out that the Tenant used such extreme force that he caused intensive damage to the structure of the door ultimately breaking the door. This notice included a claim for \$2,034.00 which is the cost to replace the apartment door. The Tenant was given an N6 notice of termination with the same information and it alleged that the Tenant should be charged with mischief.

Officer S. Liu – Scarborough Police

5. Officer S. Liu testified that he took the information from Milroy Hoosein who is the Property Manager and then he reviewed a video recording of the Tenant’s actions. He then stated that after taking a statement from the Tenant, the Officer charged Tyler Parker with one count of mischief and that he was arrested and then released on a supervisor’s order.

Landlord’s Property Manager, Milroy Hoosein

6. The Landlord’s Property Manager provided me with a video of the Tenant damaging the apartment door of Unit 304 and Mr. Hoosein was able to identify the Tenant.
7. Mr. Hoosein provided a report to the police regarding this incident and the Tenant was charged with mischief.
8. He provided a copy of an invoice from Pro-Con, a company that replaced the entry door for the Landlord. The invoice was dated November 24, 2025 and Mr. Hoosein confirmed that the invoice had been sent to the Tenant for payment but that the Tenant had not made any payment. The Property Manager confirmed that the invoice had been paid by the Landlord.

Analysis

9. Section 61 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the “Act”) states that: 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.
10. Section 62 of the Act states that: A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant

permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.”

11. Section 64 of the Act states that: A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.”
12. The uncontested evidence and submissions before me is that the Tenant caused excessive noise and disturbance to other tenants while he was breaking the other tenant’s door on November 12, 2025, the Tenant damaged the door of Unit 304 requiring the complete replacement of the door and that the Tenant was charged with mischief due to his aggressive actions of breaking the other tenant’s door.
13. I am satisfied that this Tenant caused the substantial interference and damage to the door in the rental unit. The Tenant has not paid for the damage done to the other tenant’s door.
14. The Landlord also incurred the cost of \$186.00 to file this application and is entitled to the reimbursement of that cost.

Relief from Eviction

15. 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 subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy may be saved. Based on the evidence that I heard from the Landlord, I am satisfied that this Tenant should be afforded an opportunity to preserve their tenancy and that a conditional order would be appropriate.
16. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenant fails to comply with the conditions as contained in this order.

It is ordered that:

1. The Tenant’s tenancy shall continue provided that the Tenant meets the conditions set out below:
2. The Tenant shall not engage in the same behaviours as set out in the N5 and N6 notices of termination dated December 2, 2025 commencing April 10, 2026 and for a period of 24 months. The Tenant is not to cause damage to any other tenant’s doors in the residential complex and the Tenant is not to be present on the 3rd floor of the residential complex. Both of these conditions will be in place for a 24-month period starting April 10, 2026 and ending on April 10, 2028.
3. If the Tenant fails to comply with any of the conditions in accordance with paragraph 2, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and

evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 1 of this order.

4. The Tenant shall also pay to the Landlord \$2,034.00 which represents the damage claim for the replacement of the door.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing (\$2,220.00) on or before April 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Carrie Bertrand
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.