



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-109287-25

In the matter of: 9, 1758 DANFORTH AVE
TORONTO ON M4C1H8

Between: Good Shepherd Non-Profit Homes Inc Landlord

And

Tiffany Busch Tenant

Good Shepherd Non-Profit Homes Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Tiffany Busch (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; and
- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Good Shepherd Non-Profit Homes Inc (the 'Landlord') also applied for an order requiring Tiffany Busch (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 7, 2026.

Only the Landlord's Legal Representative Shelby Whittick and the Landlord's Agent Eva Obi attended the hearing.

As of 9:56 AM, 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 grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated on April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 11, 2025, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'). The notice of termination alleged that the Tenant broke into the rental unit November 8, 2025, causing undue damage, and that the Tenant's guest attempted to break into the residential complex on November 12, 2025, also causing damage.
4. The Landlord's Representative acknowledged that there were no new instances of substantial interference with reasonable enjoyment within the voiding period on the N5 Notice but noted that the cost to repair the damage was not paid. As such, I am satisfied that the Tenant voided the N5 Notice in relation to the substantial interference allegations but did not void the N5 Notice in relation to the allegation of undue damage. The hearing proceeded solely on the claim of undue damage.
5. Landlord's Agent Eva Obi ('EO') showed security camera footage of the area in front of the main door to the residential complex where a man used a hammer to hit the windows near the door multiple times. EO stated that another employee of the Landlord identified the man as the Tenant's guest. EO also provided photographs of the cracked windows and an invoice totalling \$847.50 which the Landlord paid to repair the damage.
6. Based on the uncontested evidence of the Landlord, I am satisfied that a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord has incurred reasonable costs of \$847.50 to repair the damage. Therefore, the application is granted.
7. 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 not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act. EO stated that the Tenant receives support from a mental health worker who helps with addiction issues. Based on this information, I find it appropriate to grant a short postponement of the eviction to April 30, 2026, so the Tenant can find alternative accommodations.
8. The Tenant was required to pay the Landlord \$1,166.62 in daily compensation for use and occupation of the rental unit for the period from January 7, 2026, to April 7, 2026.
9. Based on the monthly rent, the daily compensation is \$12.82. This amount is calculated as follows: \$390.00 x 12, divided by 365 days.
10. Since the termination date in the notice of termination, the Tenant paid the Landlord \$1,170.00 in rent.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

12. There is no last month's rent deposit.

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 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$12.82 per day for the use of the unit starting April 8, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$847.50, which represents the reasonable costs of repairing the damage.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$1,030.12.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Kate Sinipostolova
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 November 1, 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.