



AMENDED ORDER
Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-101400-25-AM2

In the matter of: 2 Ghent Dr.
Vaughan ON L4H4T8

Between: Suli Zhang Landlord
Bai Zhu

And

Tenant

Amalia Cordova
Helmut Cordova
Adriana Cordova aka Pinkus
Ivan Cordova aka Pinkus

This amended order is issued to correct a clerical error in the original order. The correction has been bolded and underlined for ease of reference

Suli Zhang and Bai Zhu (the 'Landlord') applied for an order to terminate the tenancy and evict Amalia Cordova, Helmut Cordova, Adriana Cordova aka Pinkus and Ivan Cordova aka Pinkus (the 'Tenant') because:

- 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 applied for an order requiring 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 25, 2026.

Only the Landlord attended the hearing.

As of 10:25 a.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 grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Wilful or Negligent Damage

3. On November 6, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
4. The Landlord testified that on August 15, 2024, the Landlord inspected the rental unit and discovered damage to the garage doors. The Landlord testified that glass panes were missing from the top window section of the right-hand door and that another door surface was dented. The Landlord further testified that the Tenant admitted causing the damage and agreed to repair it.
5. The Landlord testified that on May 31, 2025, the damage had still not been repaired. The Landlord testified that the City of Vaughan inspected the property and issued an order requiring the doors to be repaired. The Landlord testified that the Tenant did not complete the repairs after being informed of the City's order. The Landlord further testified that on November 5, 2025, the Landlord received a City of Vaughan inspection order, notice of infraction, and penalty notice imposing a \$500.00 penalty, which the Landlord paid. The Landlord testified that as of the hearing date the Tenant had not repaired the garage doors and refused to permit the Landlord to enter the property to complete the repairs.
6. The Landlord submitted two contractor quotes indicating that the cost to repair both doors was \$2,500.00. The Landlord testified that additional labour costs were anticipated and estimated the total repair cost at \$2,800.00. The Landlord also submitted photographs of the damaged doors, email correspondence, the City's notices, and proof of payment of the \$500.00 penalty.
7. Based on the Landlord's uncontested evidence, I find on a balance of probabilities that the Tenant caused undue damage to the garage doors and that the reasonable cost to repair the damage is \$2,800.00.
8. The Tenant did not repair the damage or pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after

receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (the 'Act')

9. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation:

10. I find that the Landlord will incur reasonable costs of \$2,800.00 to repair the damage. I also find that the Landlord incurred out of pocket expenses of \$1,000.00 for City of Vaughan penalties arising from the unrepaired garage doors. The Landlord testified, and filed supporting documents, that a \$500.00 penalty was imposed and paid in relation to the City's notice, and that a further \$500.00 penalty was imposed on January 29, 2026, and paid on February 12, 2026. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that these expenses were reasonably incurred as a result of the Tenant's failure to repair the damage.

Relief from eviction

11. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
12. The Landlord stated that the Landlord is not seeking immediate termination of the tenancy but seeks a conditional order requiring the Tenant to comply with the City's order by repairing the garage doors or permitting the Landlord to complete the repairs and reimbursing the cost. The Tenant did not attend the hearing, and I did not receive evidence regarding the Tenant's circumstances. In the circumstances, I find it appropriate to grant conditional relief on the terms set out below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Effective February 26, 2026, the Tenant shall not wilfully or negligently cause undue damage to the rental unit or the residential complex.
3. On or before March 26, 2026, the Tenant shall repair the damaged garage doors, **OR** shall pay to the Landlord \$2,800.00, which represents the reasonable cost of repairing or replacing the damaged garage doors.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (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. This application is made to the LTB without notice to the Tenant.

5. The Tenant shall pay to the Landlord \$1,000.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
6. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
7. If the Tenant does not pay the **Landlord** the full amount (\$1,000 + \$201 = \$1,201.00) owing on or before March 17, 2026, the **Tenant** will start to owe interest. This will be simple interest calculated from March 18, 2026, at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

April 10, 2026
Date Amended

Joy Xiao

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