



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

File Number: LTB-L-080265-25

In the matter of: 908, 255 MAIN ST
TORONTO ON M4C4X2

Between: Victoria Wood (Main Square) Inc c/o Realstar Corp. Landlord

And

Brandon McAlister Tenant

Victoria Wood (Main Square) Inc c/o Realstar Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Brandon McAlister (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, 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.

Victoria Wood (Main Square) Inc c/o Realstar Corp. (the 'Landlord') also applied for an order requiring Brandon McAlister (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 January 21, 2026.

Only the Landlord's Legal Representative, Martin Zarnett attended the hearing.

As of 9:55 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 Tenant shall pay to the Landlord \$31,129.07 which represents the costs to repair or replace damage to the rental unit, rent compensation owing up to January 31, 2026 and the costs of filing this application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 8, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on September 13, 2025. The notice of termination contains the following allegations:
 1. On August 11, 2025, a maintenance technician employed by the Landlord entered the rental unit to address a complaint from the Tenant about a flood in the rental unit and discovered significant alterations had been made to the rental unit and advised the Landlord.
 2. The Landlord subsequently served a notice of entry on August 12, 2025 for August 14, 2025. The Landlord attended the rental unit on August 14, 2025 in accordance with their notice of entry and observed the Tenant had made a significant number of modifications to the rental unit without the authorization of the Landlord including removing the wall between the kitchen and living room, replacing plumbing in the kitchen and bathroom, removing or damaging cupboards in the kitchen, changing light fixtures throughout the rental unit, installing pot lights, removing the linen closet and replacing it with a wall, replacing the bathroom door with a smaller than standard door, replacing the bathroom vanity, removing the bathtub and replacing it with a shower stall, painting the flooring black in the living room and applying dark paint to the walls and ceilings throughout the rental unit including the ceiling of the living room, bedroom and bathroom and applying graffiti to the walls.
4. The Landlord's Agent, Alice Capitan ('AC'), who is the superintendent of the residential complex, testified that the Tenant has completely remodelled the ceiling, walls and structure of the rental unit including remodelling the bathroom and kitchen without the Landlord's authorization.
5. The Landlord entered into evidence photos of similar units in the residential complex and the Tenant's rental unit.
6. Based on the testimony of AC and the photographic evidence presented by the Landlord, I was satisfied, on a balance of probabilities, that the Tenant has made major modifications to the rental unit without the authorization of the Landlord.
7. The Landlord entered into evidence an estimate from Manny's Painting & Decorating dated August 26, 2025, in the amount of \$30,973.30 (inclusive of HST), which is the amount the Landlord submits it will cost to repair and restore the rental unit to its original condition.
8. I was satisfied by the uncontested evidence of the Landlord that the Tenant has willfully caused undue damage to the rental unit by performing extensive changes to the unit without the Landlord's knowledge or consent.

9. The Tenant did not repair the damage, 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* (Act).

N7 Notice of Termination

10. On September 8, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on September 13, 2025. The N7 notice of termination alleges that the Tenant has willfully damaged the rental unit for the same reasons alleged in the N5 notice.
11. For the same reasons as I have found above, I find that the Tenant has wilfully caused undue damage to the rental unit by making the above alterations without the consent of the Landlord.
12. The Tenant was required to pay the Landlord \$4,079.25 in daily compensation for use and occupation of the rental unit for the period from October 9, 2025 to January 21, 2026.
13. Based on the monthly rent, the daily compensation is \$38.85. This amount is calculated as follows: \$1,181.81 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,181.09 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$30.95 is owing to the Tenant for the period from January 1, 2025 to January 21, 2026.
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for Damage

17. 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.
18. The Landlord indicated they would be changing the rental unit back to its original state and that the Landlord will incur reasonable costs of \$30,973.30 to repair the damage and replace property that was damaged and cannot be repaired. I was satisfied based on the Landlord's uncontested submissions that the Landlord will incur these expenses.
19. 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.
20. The Tenant was not present at the hearing to provide me with any of their circumstances with regards to either delaying or denying eviction and I was not aware of any such circumstances. As a result, I find that it would be unfair in the circumstances to grant relief from eviction.

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 26, 2026.
2. If the unit is not vacated on or before April 26, 2026, then starting April 27, 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 April 27, 2026.
4. The Tenant shall pay to the Landlord \$1,181.81, which represents compensation for the use of the unit from October 9, 2025 to January 21, 2026 which has not already been paid by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$38.85 per day for the use of the unit starting January 22, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$30,973.30, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$1,212.04 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$31,129.07.
10. If the Tenant does not pay the Landlord the full amount owing on or before April 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026
Date Issued

Christopher Lin
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 14, 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.