



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Villa Ciociara Senior Citizen's Apartments v Garrod, 2026 ONLTB 30382

Date: 2026-04-14

File Number: LTB-L-105394-25

In the matter of: 206, 900 WINDSOR AVE
WINDSOR ON N9A1K2

Between: Villa Ciociara Senior Citizen's Apartments Landlord

And

Gregory Garrod Tenant

Villa Ciociara Senior Citizen's Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory Garrod (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 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.

Villa Ciociara Senior Citizen's Apartments (the 'Landlord') also applied for an order requiring Gregory Garrod (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 March 11, 2026.

The Landlord's agent, Ibrahim Isaoaidi, attended the hearing. The Tenant attended the hearing. The Landlord was represented at the hearing by Cameron Parrott. The Tenant was represented by Tori-Lee Jenkins.

Determinations:

Damage to the Carpet

1. On December 5, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice alleges that the Tenant damaged the carpet in the common hallway of the residential complex.
2. The Landlord provided video evidence showing the Tenant exiting his unit with a hot pan and subsequently dropping it, resulting in visible burn damage to the carpet. (DOC 7479676)
3. The Tenant acknowledged that he dropped the pan but testified that the incident was accidental.

Was the Tenant Able to Void the Notice of Termination?

4. Section 64(3) of the *Residential Tenancies Act, 2006* (the "Act") provides that a notice of termination is void if the tenant, within seven days after receiving the notice, stops the activity or corrects the conduct.
5. In this case, the Tenant could have voided the notice by reimbursing the Landlord for the reasonable cost to repair the damage.
6. The schedule attached to the N5 advised the Tenant that the Landlord had obtained a quote of approximately \$8,102.10 to replace the entire carpet.
7. The damage caused by the Tenant was localized to a relatively small portion of the carpet outside the rental unit. I accept that the Landlord elected to replace the entire carpet because it was continuous and could not be effectively patched. However, this does not mean that the Tenant is responsible for the full replacement cost.
8. I also find that the carpet was significantly depreciated at the time of the incident, having been in place for many years and nearing the end of its useful life.
9. The Landlord submitted that the Tenant could have contacted the Landlord to determine a reasonable amount to void the notice. However, this is not what is reflected in the schedule attached to the notice.
10. The schedule states:

"The carpet must be replaced. The Landlord has obtained an estimate for the repair, quoted at \$8,102.10. You are responsible for the cost to reverse the damage to the carpet."
11. In my view, this wording conveys that the Tenant is responsible for the full replacement cost. If the Landlord believed the Tenant is only responsible for a portion of the cost they could have made that clear in the schedule
12. I find it was unreasonable for the Landlord to expect the Tenant to pay to replace the entire carpet. I further find that the amount set out in the N5 did not reasonably reflect the Tenant's actual liability. As a result, I am not satisfied that the Tenant was provided with a

fair opportunity to void the notice. Accordingly, I find that the N5 notice is defective and cannot support termination of the tenancy.

13. Despite the defect in the notice, the Board may order compensation for damage to the residential complex under section 89 of the Act.
14. I find that a reasonable person would not carry a pan containing hot cooking oil into a common area. Accordingly, I find that the damage to the carpet was caused by the Tenant's negligence.
15. The total replacement cost was approximately \$8,100 for approximately 850 square feet, while the damage caused by the Tenant affected only a small portion of that area, estimated at approximately 10–20 square feet.
16. Taking into account the limited area of damage, the age and condition of the carpet, and the fact that the Tenant's conduct contributed to the timing of replacement, I find that \$500.00 is a reasonable amount to be borne by the Tenant.

N6 Notice of Termination

17. On December 5, 2025, the Landlord gave the Tenant an N6 notice of termination. The notice alleges that the Tenant carried an axe in a common area and permitted dogs to roam off-leash within the residential complex.
18. The Tenant acknowledged that he was present in the hallway holding an axe and that his dogs were off-leash. However, he denied any intention to threaten or harm anyone. I do not accept this explanation.
19. The Landlord provided security footage (DOC 7479687) showing the Tenant holding an axe while standing outside another tenant's unit with his two dogs present. In my view, the footage depicts conduct that would reasonably be perceived as threatening by other occupants. Fortunately, the other tenant did not open the door and no one was harmed.
20. Section 61 of the Act permits termination where a tenant commits an illegal act or engages in conduct that substantially interferes with the reasonable enjoyment of the residential complex.
21. As set out in *Interpretation Guideline 9*, the term "illegal act" generally refers to serious conduct that may affect the character of the premises or the safety and reasonable enjoyment of others.
22. The Divisional Court in *Swansea Village Co-operative v. Balcerzak* confirmed that an illegal act is serious where it has the potential to impair the safety or reasonable enjoyment of the premises.
23. The Board has consistently found that the presence of a weapon in a common area of a residential complex, even in the absence of physical violence, may constitute conduct that seriously impairs the safety and reasonable enjoyment of other tenants.

24. In my view, walking through a residential hallway while carrying an axe and standing outside another tenant's unit is conduct that has the potential to seriously impair the safety of others and meets the threshold of seriousness contemplated in section 61 of the Act.
25. While allowing dogs to be off-leash would not ordinarily constitute a serious illegal act, in the circumstances of this case it contributes to the overall safety concern, particularly as it occurred while the Tenant was holding an axe outside another tenant's unit.
26. While allowing dogs off-leash would not ordinarily constitute a serious illegal act, in the circumstances of this case, it contributes to the overall safety concern. I find this especially true given this was done with Tenant holding an axe outside another resident's unit.
27. Given the circumstances, I find that the Tenant committed an illegal act within the meaning of section 61 of the Act.

Relief from Eviction

28. Section 83 of the Act requires the Board to consider all of the circumstances to determine whether it would be unfair to refuse or delay eviction.
29. The conduct in this case is serious. However, I find that it was isolated and situational, and there is no evidence that it has continued.
30. I have also considered the Tenant's personal circumstances. The Tenant is 65 years old, lives on a fixed income, and is currently displaced due to a fire in the rental unit. I accept that the Tenant would face significant difficulty securing alternative housing and may be at risk of homelessness if the tenancy is terminated.
31. I have also considered the Landlord's interest in maintaining a safe environment for their residents. In my view, those concerns can be appropriately addressed through a conditional order that directly addresses the conduct.
32. 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 conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
33. The Tenant is temporarily displaced from the rental unit due to a fire. The conditions in this order shall commence on the date the Tenant regains possession of the unit and shall remain in effect for a period of twelve months thereafter.
34. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. For a period of 12 months from the date the Tenant resumes occupancy of the rental unit, the Tenant shall not:
 - a) carry or display any weapon, including but not limited to an axe or similar object, in any common area of the residential complex;
 - b) engage in any conduct in the residential complex that may reasonably cause other tenants to fear for their safety;
 - c) allow any dog or other animal in the Tenant's care to be in any common area unless secured on a leash and under control at all times;
 - d) permit any dog or animal to roam freely in the residential complex or obstruct access to common areas
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$500.00, which represents the reasonable costs of replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$8,304.25.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.

April 14, 2026

Date Issued

Bryan Delorenzi

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.