



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

File Number: LTB-L-108464-25

In the matter of: 606, 15 ZORRA ST
ETOBICOKE ON M8Z0C1

Between: Yan Liu Landlord

And

Beka Abbabiya Tenant

Yan Liu (the 'Landlord') applied for an order to terminate the tenancy and evict Beka Abbabiya (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 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.

This application was heard by videoconference on April 15, 2026.

Only the Landlord and the Landlord's Agent, Sheldon Tsui, attended the hearing.

As of 10:46 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 tenancy between the Landlord and Tenant is terminated as of May 2, 2026 and the Tenant shall pay \$7,986.00 to the Landlord.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 7, 2025, the Landlord gave the Tenant s Notice to End Your Tenancy For Interfering with Others, Damage or Overcrowding (N5 Notice). The N5 Notice was served pursuant to section 62 of the *Residential Tenancies Act, 2006* (Act) and requested an estimate of \$6,800.00 to repair the damaged property contains the following allegations:
 - July 29, 2025 – the Landlord's Agent inspected the unit and found: broken sink, damaged hardwood floor, bedroom door removed, kitchen outlet not functioning.
 - November 7, 2025 – the Landlord's Agent inspected the unit and found: further damage on walls, laundry room door removed from hinges, damage to entrance door, broken balcony screen door, removal of under lighting in kitchen.
4. Based on the evidence before me, I was satisfied that the Tenant did not repair the damaged property or pay the Landlord the reasonable costs of repairing the damaged property, nor did the Tenant make arrangements satisfactory to the Landlord to comply with either. Therefore, I find that the Tenant did not void the N5 Notice pursuant to section 62(3) of the Act and the Landlord was entitled to bring an application based on this N5 Notice.
5. Based on the uncontested evidence before me, I was satisfied that the Tenant, an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the rental unit.
6. The Landlord's Agent stated that they did an inspection on July 29, 2025 of the rental unit and discovered property damage. He stated that the kitchen sink had been removed and placed on the balcony, the kitchen hardwood floor had water damage, the bedroom door was removed and the door frame was taken apart. He also stated that they did another inspection on November 7, 2025 and discovered additional property damage including the laundry door being off its hinges, large holes in the walls (punches), dents and chips on the interior of the entrance door, the balcony screen door removed and the screen ripped, and the kitchen under lighting removed. In support of his assertions, he provided a copy of a video taken during the inspection on November 7, 2025 into evidence (DOC-7044634).
7. The Landlord's Agent also stated that their contractor provided a quote to repair the damaged property. He provided a copy of a quote from Mixshop dated November 11, 2025 in the amount of \$7,800.00 into evidence (DOC-7044632).
8. Based on the uncontested evidence before me, I was satisfied that the Landlord will incur reasonable costs of \$7,800.00 to repair the damage and replace property that was damaged and cannot be repaired.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord did not apply for daily compensation for each day the Tenant remained in the unit after the termination date in the N5 Notice. Therefore, daily compensation cannot be awarded.

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 May 2, 2026.
2. If the unit is not vacated on or before May 2, 2026, then starting May 3, 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 3, 2026.
4. The Tenant shall pay to the Landlord \$7,800.00, which represents the reasonable costs of repairing the damage and 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 \$7,986.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Lisa Del Vecchio
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 3, 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.