



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: WDL 8 LP, c/o Tricon Residential v Annoni, 2026 ONLTB 32077

Date: 2026-04-22

File Number: LTB-L-001026-26

In the matter of: 1605, 181 MILL ST
TORONTO ON M5A1C8

Between: WDL 8 LP, c/o Tricon Residential Landlord

And

Nicholas Annoni Tenants
Dale Harrison

WDL 8 LP, c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Annoni and Dale Harrison (the 'Tenants') 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 claimed compensation for each day the Tenants remained in the unit after the termination date.

WDL 8 LP, c/o Tricon Residential (the 'Landlord') also applied for an order requiring Nicholas Annoni and Dale Harrison (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on April 9, 2026.

The Landlord's Legal Representative, Faith McGregor, the Landlord's Agent, Ana Savchuck and the second-named Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the claim for damages and termination and as such, the Tenants shall pay to the Landlord \$519.35. However, given the remedial intent of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") , the tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below in this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On December 12, 2025, the Landlord gave the Tenants an N5 notice of termination deemed served on December 17, 2025. The notice of termination contains the following allegations: A guest of the Tenant intentionally knocked over a large Christmas tree in the lobby of the residential complex on November 23, 2025. The Christmas tree was damaged and the Tenant's visitor's actions were recorded on the Landlord's security cameras.
4. The Landlord's Agent testified that this residential complex consisted of 28 floors and 310 units.
5. Ms. Savchuck testified that the security cameras captured the Tenant and a visitor enter the building on November 23, 2025 at 5:30 a.m. and enter the elevator at the same time together. The camera further captured the Tenant's visitor leaving through the lobby and knocking down the Christmas tree on his way out of the residential building. This video was played in full and confirmed the testimony of Ms. Savchuck.
6. The Landlord's Agent also provided an invoice dated November 28, 2025 that detailed the different ornaments that had to be replaced. She confirmed that the ornaments had been replaced and that this invoice had been paid by the Landlord.
7. The Tenant agreed that his visitor caused the damage to the Christmas tree but was frustrated that he was only given the video evidence on March 16, 2026. He stated that he was willing to pay the money immediately but had not been provided with the video.
8. The Tenant stated that he contacted the front desk about the incident on December 30, 2025 and he stated that he had requested the video evidence several times but had not received it until 3 weeks ago. He stated that he takes full responsibility for the damage and wanted to pay the monies earlier but did not without seeing the video evidence.
9. The Landlord's Legal Representative sought damages and termination of the tenancy. Ms. McGregor argued that this is a new Tenant in the building and he did not demonstrate respectful behaviour. Further, she stated that the Tenant failed to pay the damage to the Landlord despite receiving the video evidence on March 16, 2026. She stated that the Tenant's statement that he was fully prepared to pay the damage after confirming the video, shows a lack of credibility as he has made no payment since March 16, 2026. As such, she requested that if I am not inclined to order eviction, she submitted that a section 78 order would be fair to both parties in this matter.
10. The Tenant submitted that he should not be evicted because his friend broke a Christmas tree and he stated that the invoice of \$333.35 is exceedingly high.

10. Based on the testimony and evidence of Ms. Savchuck and the fact that the Tenant ultimately agreed that he was responsible for the damages and the fee, I am satisfied that the Landlord's application was successful.

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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy may be saved. Based on the submissions from both parties, I am satisfied that these Tenants should be afforded an opportunity to preserve their tenancy and that a conditional order would be appropriate.
12. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenants fail to comply with the conditions as contained in this order.
13. 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 Landlord's application for eviction of the Tenants is denied as long as the Tenants meet the conditions set out below:
 - a) The Tenants must pay \$519.35 to the Landlord for the damages stemming from above. This amount includes the \$186.00 fee which the Landlord is entitled to receive. This payment must be made to the Landlord by May 3, 2026.
2. If the Tenants fail to comply with this condition in accordance with paragraph 1, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 1 of this order.

April 22, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.