



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-023945-24

In the matter of: 69 PRINCE PHILIP BLVD
SCARBOROUGH ON M1E1J5

Between: Mehrasa Tavakoli Landlord

And

Susan Yapp Tenant

Mehrasa Tavakoli (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Yapp (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

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 failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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 9, 2026.

The Landlord's Legal Representative, B. Sang, the Landlord, and the Tenant attended the hearing.

The following witness testified at the hearing:

Elizabeth Lawson (EL), the Landlord's daughter and property manager, on behalf of the Landlord

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 \$14,949.41 to the Landlord and any new water utility costs as per the conditional order or the Landlord may file to terminate the tenancy and evict the Tenant without notice.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 14, 2024, the Landlord gave the Tenant a Notice to End your Tenancy For Interfering with Others, Damage or Overcrowding (N5 Notice) by mail which was deemed served on February 19, 2024. The N5 Notice was provided pursuant to sections 62 and 64 of the *Residential Tenancies Act, 2006* (Act). contains the following allegations:
 - Nov 17, 2023 – the Landlord discovered that the Tenant had failed to pay the utilities as the Landlord received a bill from collections, total \$7,044.54.
 - Dec 17, 2023 – the Landlord inspected the rental unit and discovered the following damages: doors \$1017.00, kitchen cabinets and bathroom sink \$904.00, kitchen baseboards \$847.50, handrail \$387.75, oven door handle \$67.80, and hardwood floors \$5,344.90.
 - Dec 20, 2023 – the Landlord attended the unit to repair the bathroom pipe and discovered that the Tenant has caused wilful damage, \$100.00 costs to repair
 - Jan 27, 2024 – the Landlord attended the rental unit to complete repairs and discovered damage to the following: basement bathroom wall \$960.50, side entrance door \$2,825.00 and window screens \$282.50

4. Subsection 62(1) of the Act provides that:

A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.

5. Subsection 64(1) of the Act provides that:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

Emphasis Added

6. Based on the evidence before me, I was satisfied that the Tenant failed to correct the omission and pay the outstanding utility bills, repair/replace, pay to repair/replace or make arrangements satisfactory to the Landlord to repair/replace the alleged damaged property

within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 Notice in accordance with subsections 62(3) and 64(3) of the Act.

7. The parties signed a written Agreement to Lease ('Agreement') the premises on January 19, 2017 (DOC-4303853pgs8-12). The tenancy commenced on February 1, 2017 at a monthly rent of \$2,700.00 due and payable on the 1st day of each month. The current monthly rent is \$3,109.72. The Agreement provided that the Tenant is responsible for the cost of water and sewage charges.

Utility costs - Water

8. The Landlord asserted that the Tenant has failed to pay the water utility costs since 2021 totalling \$10,963.41 including the most current bill. The Tenant did not dispute that she was responsible for paying the water utility costs. She stated that she received a Bailiff's Notice dated August 15, 2023 (DOC-4301779pgs22-30) which demanded an amount to be paid which also included property taxes for 2022, penalties and interest and that she has not receive a water bill since that time.
9. The Landlord's daughter, Elizabeth Lawson (EL), who also assists the Landlord with managing the property, testified that the water utility went into arrears for which they only discovered in 2023 when the Bailiff's Notice was served. EL testified that she has gone through the documents and utility bills, extracted the interest and fees, and prepared a table setting out the reading dates, amount, when it was transferred to the Landlord's taxes, the amount of that transfer, interest charged, and Bailiff fees. She provided a copy of this table into evidence (DOC-6323692pg12).
10. In support of the amounts/dates in the table, EL provided a copy of the Water Consumption Statement dated April 24, 2024 into evidence (DOC-4303853pg39-40). EL testified that this statement sets out the readings and charges dated from August 15, 2021 to March 13, 2023 which she used to compile the table. EL confirmed that this is the period included in the Bailiff Notice served in August 2023. EL also provided copies of the water utility bills since the Bailiff's Notice was issued, namely August 2023 to August 2025 (DOC-4303853pgs59-64 & DOC-6323692pgs13-18). There was no dispute that this supporting evidence was provided to the Tenant as disclosure for this hearing.
11. Based on the evidence before me, I was satisfied that the Tenant has failed to pay the water utility costs she was responsible to pay under the tenancy Agreement. I was also satisfied that the Tenant's failure to pay these costs has substantially interfered with the Landlord's lawful rights, privileges or interests. These outstanding utility charges were added to the Landlord's property tax, including interest and fees, all of which the Landlord has had to now pay.

Compensation for Unpaid Utility Costs

12. In this application, the Landlord claimed \$7,044.54 as the reasonable out-of-pocket expenses incurred as a result of the Tenant's failure to pay water costs. Based on the evidence before me, I was satisfied that the unpaid utility costs to date are greater at \$10,963.41 based on the undisputed statements, invoices and testimony provided at the hearing. Therefore, I was satisfied that the Landlord is entitled to the amount claimed.

Undue Damage to property / Compensation to repair/replace damaged property

Interior Doors

13. EL testified that when she attended the rental unit she discovered that two interior doors had been removed and put at the side of the house and have now fallen apart. She also testified that another interior door appeared to be yanked off the frame as all the screws were gone. In support of this assertion, EL provided copies of photos taken on that day into evidence (DOC-4303853pgs78,81&87-91). She also testified that the Tenant replaced the two doors removed and she received an estimate for the cost to replace the one broken interior door which was \$850.00 - \$950.00 and provided a copy of an estimate from Northern Alpha Handyman Service into evidence (DOC-4303853pg68).
14. Under cross-examination, the Tenant asked the Landlord if she had recalled the Tenant reporting an issue with the interior doors in the second year of the tenancy, the Landlord recalled the text and pictures but believed it to be only one door.
15. The Tenant stated that she told the Landlord in 2021 that the door had fallen off the hinges and provided a copy of a photo of the door into evidence (DOC4301779pg8).
16. Based on the evidence before me, I was satisfied that the Tenant, an occupant or someone the Tenant permitted into the unit caused undue damage to an interior bedroom door. The Tenant asserted that the door just fell off its hinges. The door has two hinges with three screws in each hinge, I find it more likely than not that it would take some force to simply remove the door from its hinges.
17. I was not satisfied that the interior door needed to be replaced as asserted by the Landlord. The evidence before me was insufficient to find that there is any other issue with the door other than it is off it's hinges. Given this, I find it more likely than not that the door could simply be rehung with new screws and/or hinges. Therefore, the Landlord's request for reasonable costs of \$850.00 to replace the door is not granted.

Exterior Door Frame – side entrance

18. EL testified that the exterior door and frame for the side entrance to the basement was broken into pieces and screwed back together. In support of her assertion she provided copies of photos she had taken into evidence (DOC-4303853pgs84-85). EL testified that it will cost \$2,500.00 plus H.S.T. to replace this door as it is a steel exterior door and provided a copy of a quote she received from Artic Vinyl Windows & Doors into evidence (DOC-4303853pg66).
19. Based on the uncontested evidence before me, I was satisfied that the Tenant caused undue damage to the exterior side door and door frame. Upon review of the photos submitted into evidence the door frame is cracked around the area where the deadbolt from the door goes into the frame and appears to be put back together with a series of screws. Given the location of the crack, I find it more likely than not either the Tenant, an occupant, or someone permitted into the rental unit used something to pry open this door thus breaking the frame.

20. I was also satisfied that the Landlord will incur reasonable costs of \$2,500.00 to replace the exterior door and door frame as per the estimate submitted into evidence.

Window Screens

21. EL testified that the window screen for one of the upper level windows is punched (hole). In support of her assertion she provided a copy of a photo she had taken of this into evidence (DOC-4303853pg86). She also testified that the estimated cost to replace the broken screen upstairs and one at the basement entrance door was \$250.00 and provided a copy of an estimate she received from Northern Alpha Handyman Service into evidence (DOC-4303853pg68).
22. The Tenant stated that she has repaired the window screen on the basement entrance door in 2024. She provided a copy of a photo showing the broken screen on this door into evidence (DOC-4301779pg19).
23. The evidence before me was that two window screens at the property are ripped or have holes in them. The Tenant asserted that one of them has been fixed. The Landlord did not provide any evidence to the contrary.
24. Based on the evidence before me, I was satisfied that the Tenant, an occupant or someone permitted into the unit by the Tenant caused undue damage to a window screen on the upper level. Upon review of the photo provided by the Landlord into evidence it appears that a large hole was made in the screen by someone most likely from the inside given that this window is located on the second level.
25. I was also satisfied that the Landlord will incur reasonable costs of \$125.00 to replace the screen which is one half of the stated estimate of \$250.00 for two screens submitted into evidence.

Basement Bathroom wall

26. EL testified that there are holes in the basement bathroom wall and the light switch is broken. She also testified that the Tenant had hid this damage by placing a wall calendar over the area. In support of her assertion she provided a copy of a photo she had taken of this into evidence (DOC-4303853pg83). She also testified that the estimated cost to repair this area including the switch was \$850.00 and provided a copy of an estimate she received from Northern Alpha Handyman Service into evidence (DOC-4303853pg68).
27. Based on the uncontested evidence before me, I was satisfied that the Tenant, an occupant or someone permitted into the unit by the Tenant caused undue damage to the basement bathroom wall and light switch. Upon review of the photo submitted into evidence it appeared that something or someone has punctured this area causing one large hole and one small hole underneath, and also cracking the light switch cover.
28. I was also satisfied that the Landlord will incur reasonable costs of \$850.00 to repair the drywall in the area, paint, and replace the switch cover as per the estimate submitted into evidence.

Water damage basement

29. EL testified that during their inspection of the rental unit they found water leaking from a pipe in the crawl space which the Tenant never reported. She testified that they spent over \$1,000.00 to repair the pipe and clean up the area.
30. There was no dispute that the Landlord had addressed the water damage in the basement including any mold.
31. The evidence before was insufficient to find that the Tenant, an occupant or someone permitted into the rental unit caused undue damage to the basement. There was no dispute that the cause of the water leak was a broken pipe. The Landlord asserted that the Tenant failed to report this water leak. However, I was satisfied that this leak was not readily apparent given that it was only discovered in the crawl space during the Landlord's Agent's full inspection of the unit.

Kitchen baseboard

32. EL testified that there is water damage on the baseboard in the kitchen. In support of her assertion she provided a copy of a photo she had taken of this into evidence (DOC-4303853pg82). She also testified that the estimated cost to repair this area was \$750.00 and provided a copy of an estimate she received from Northern Alpha Handyman Service into evidence (DOC-4303853pg68).
33. The Tenant stated that because of the roof leaks and flood on the main floor the kitchen baseboards were also damaged. In support of this roof leak, she provided a copy of a photo of an area above the kitchen cabinets on the ceiling which shows water damage (DOC-4301779pg9) and a photo of the baseboard water damage (DOC-4301779pg10) into evidence.
34. The evidence before me was insufficient to find that the Tenant, an occupant or someone permitted into the rental unit caused undue damage to the kitchen baseboard. While I was satisfied that there is damage present, what appears to be caused by water, to a small portion of baseboard, less than six inches in length, in the kitchen shown in the photo provided by the Landlord, the evidence before did not support a finding that this damage is undue and caused by the Tenant, an occupant or someone she permitted into the rental by the Tenant.
35. The Tenant asserted that the main floor experienced a flood when the roof leaked in the past. There was no dispute that the Tenant had reported an issue with water entering the unit as a result of an issue with the roof and there was no dispute that the Landlord replaced the roof during this tenancy. Given the ambiguity of evidence surrounding the roof leak, I find it more likely than not that is the cause of any water damage to the kitchen baseboard.

Oven handle

36. EL testified that the Tenant had advised them that the oven handle broke. She asserts that the Tenant broke this handle and provided copies of photos she had taken of the broken handle into evidence (DOC-4303853pgs74,76). She also testified that the estimated cost

to repair the handle is \$60.00 if it can be repaired and provided a copy of an estimate she received from Northern Alpha Handyman Service into evidence (DOC-4303853pg68).

37. The Tenant stated that the oven handle just came off one day in the first year of the tenancy. She also stated that she reported it to the Landlord at that time and it is still not fixed. She further confirmed that she has kept the handle. She also provided a copy of a photo showing the handle against the stove and a screw hole on the left (DOC-4301779pg12). She further provided a copy of an email dated Jan 19, 2024 from EL advising at that time she was coming into the unit to fix the basement bathroom and see if they can fix the oven handle which has not been fixed to date. She provided a copy of this email into evidence (DOC-4301779pg16).
38. Based on the evidence before me, I find it more likely than not that the oven handle simply came loose from the oven door. As per the photos submitted into evidence, it appears that a screw is missing and perhaps this is what is required to reattach the handle to the oven door. I do not find this to be undue damage.

Handrail

39. EL testified that the stairs handrail is broken off. In support of her assertion she provided a copy of a photo she had taken of this into evidence (DOC-4303853pg79). She also testified that the estimated cost to repair the handrail is \$150.00 for labour and \$193.14 for the new handrail and provided a copy of an estimate she received from Northern Alpha Handyman Service for the labour and a screenshot of a new handrail into evidence (DOC-4303853pgs68,71).
40. The Tenant stated that the handrail literally fell apart in the first year of tenancy because of age of the house. She also stated that the handrail just needs to be welded. She also provided a copy of a photo of the broken part of the handrail into evidence (DOC-4301779pg11).
41. Based on the evidence before me, I find it more likely than not that the support connection for the handrail failed. As per the photos submitted into evidence, the metal support is holding the handrail to the wall is severed. I find it likely that if this were done by force it would have ripped the metal connector out of the wall, but this part is intact. Therefore, I find it more likely than not this metal connector broken due to wear and tear as opposed to undue damage.

Hardwood floor – main floor

42. EL testified that the main floor hardwood flooring is damaged. She testified that this flooring was shiny when her mother purchased the property in 2017 just before the Tenant took occupancy. In support of her assertions, EL provided a copy of a photo showing the condition of the flooring now (DOC-4303853pg75) and copies of photos showing the condition of the flooring at the time of purchasing the property into evidence (DOC-6323692pgs3-6).
43. EL also testified that the Tenant is disputing the damage to the hardwood floors and referred to the Tenant's declaration in her supporting evidence (DOC-4301779pg3) stating

that within the first year of occupancy a pipe burst in the basement twice which caused severe water damage and that a flood occurred as a new roof was needed. EL asserted that any flood in the basement would not have impacted the main floor and that while she agreed the roof was replaced but they did not have to repair any water damage on the ceilings.

44. The Landlord testified that she changed the roof when the Tenant advised of water leaking into a closet she believes but there was no floor damage and she was not aware that there was flooding on the main floor.
45. Under cross-examination, the Tenant asked the Landlord if she recalled receiving videos of the roof leaks and water pouring into the living room, the Landlord responded that she only recalled seeing something showing water dripping into a bucket in a closet.
46. The Tenant stated that the floors were damaged by water as a result of the roof leaking. She also stated that she told the Landlord and showed her this previously and the Landlord has done nothing to address it. She also provided a copy of a photo of an area of the floor into evidence (DOC-4301779pg13).
47. Based on the evidence before me I was satisfied that the hardwood floors showed signs of severe water damage as per the photos submitted into evidence by the parties. The Tenant asserted that the roof leaked and water poured into this area during her tenancy. There was no dispute that the roof was repaired by the Landlord. The Landlord also acknowledged receipt of a video from the Tenant which the Landlord described as water drops from the roof. Given the ambiguity of the evidence before me regarding the past roof leaks or issues, I find it more likely than not that water entered this area as a result of an issue with the roof. Therefore, the water damage to the hardwood floor is most likely be a result of that roof leak and not undue damage.
48. The Landlord repaired the roof but did not provide any evidence of the reason for the repair or the condition of the interior of the unit at the time. The Landlord's Agent asserted that there was no damage to the ceiling. However, the evidence before me was insufficient to find that the water damage on the living room floors was not a result of the issues with the roof. The Landlord acknowledge knowing and seeking water leaking into the rental unit. The Landlord bears the burden in this application to demonstrate that the damage to the hardwood flooring is undue and caused by the Tenant.

Total Compensation for Damages

49. Based on the above, I was satisfied that the Landlord will incur reasonable costs of \$3,800.00 [\$2,500.00 + \$325 (HST) + \$125.00 + \$850.00] to repair the damage and replace property that was damaged and cannot be repaired.

Daily compensation, rent deposit, and costs

50. Based on the monthly rent of \$3,109.72, the daily compensation is \$102.24. This amount is calculated as follows: \$3,109.72 x 12, divided by 365 days.

51. The Landlord collected a rent deposit of \$2,700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$461.09 is owing to the Tenant for the period from January 17, 2017 to April 9, 2026.
52. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay if the tenancy is terminated.
53. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

54. 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.
55. The Landlord's Legal Representative requested an eviction order. He submitted that the Tenant has not paid the water utility costs and the reasonable costs to repair and replace damaged property at the rental unit. He also submitted that the Tenant has an obligation to notify the Landlord of any damages in the unit.
56. The Tenant stated that she has resided in the rental unit for almost ten years and that her daughter attends the school just up the street. She also stated that her niece and her niece's six year old son reside in the unit with her. She further stated that she is working full-time, but during COVID lost her job for almost two years and absolved all her savings and investments to meet her financial obligations during that time. She stated that she has no resources to fall back on at this time, and moving would be difficult and costly.
57. The Tenant offered to make monthly payments to pay off any amounts found to be owing to the Landlord.
58. While I was satisfied that the Tenant has had notice of the outstanding water utility since the N5 Notice was issued, I was also satisfied that the water utility bills were only provided to the Tenant as disclosure in this proceeding. There was no evidence before me that after the Bailiff Notice was sent to the rental unit that the Landlord regularly provided the Tenant with a copy of the water utility invoices issued by the Municipality. Additionally, I found that it was reasonable for the Tenant to not pay or question the Bailiff's notice given that the amounts listed did include the Landlord's property taxes for that year, an amount that the Tenant would not be responsible to pay.
59. This is a long term tenancy, almost ten years. An eviction ought to be a remedy of last resort. In this case, given the long history between the parties, that the Tenant is not in any rent arrears, and that an eviction would severely impact the Tenant and any minor occupants, I find it would not be unfair to order a repayment plan for the outstanding utility costs and compensation owing to the Landlord. If the Tenant fails to comply with the conditions in the order, the Landlord may then file with the LTB for an order terminating the tenancy and evicting the Tenant without notice.
60. Since I am granting a conditional order, the Tenant shall pay the full amount of the water utility costs proven to be owed as of the date of the hearing, being \$10,963.41.

It is ordered that:

1. The Tenant shall pay \$14,949.41 to the Landlord: This amount includes: the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs (\$10,963.41); the reasonable costs of repairing the damage and/or replacing the damaged property (\$3,800.00); and the cost of filing the application (\$186.00).
2. The Tenant shall pay the amount owing as per paragraph 1 of this order as follows:
 - \$500.00 on or before the 15th day of each month for the period of May 1, 2026 to September 30, 2028; and
 - \$449.41 on or before October 15th, 2028.
3. The Tenant shall also pay any new water utility costs within fifteen (15) days of being provided with a copy of the water utility bill/invoice from the Municipality by the Landlord.
4. If the Tenant fails to comply with the conditions set out in this order, the Landlord may apply under section 78 of 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.

April 22, 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 October 27, 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.