



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

File Number: LTB-L-002158-26

In the matter of: 1803, 855 ROSELAWN AVE
YORK ON M6B4C3

Between: Toronto Community Housing Corporation Landlord

And

Allison Clarke Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Allison Clarke (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 21, 2026.

Only the Landlord's legal representative Jessica Fletcher attended the hearing. The Landlord had four witnesses attend the hearing:

- Abubakarr Kamar ("AK") – Tenant Services Coordinator
- Ken Tooby ("KT") – Community Safety Advisor
- Alessandro Ricci ("AR") – Maintenance worker
- Kanika Sharma ("KS") – Community Services Coordinator

As of 10:00AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord's representative also hand delivered the Tenant with the notice of hearing on April 14, 2026. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

The hearing concluded at 10:45AM. The Landlord's representative and the witnesses had all exited the hearing room. At 11:22AM the Tenant signed in with the moderator. The Tenant then signed off of the video conference line.

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 is terminated May 4, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On December 18, 2025, the Landlord gave the Tenant an N5 notice of termination alleging willful or negligent damage to the rental unit and/or residential complex and substantial interference with the Landlord's and other tenants' reasonable enjoyment of the residential complex. The N5 notice listed 8 allegations against the Tenant.
4. The Tenant stopped some of the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). Specifically, and referencing the numbered list of allegations in the N5 notice, the Tenant voided allegations 4 and 8.
5. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Act. Specifically, and referencing the numbered list of allegations in the N5 notice, the Tenant did not void allegations 1-3, 5, 6, and 7.

Allegations 1 – 3

6. The Landlord submitted a work order for a clogged toilet in the unit on March 31, 2025. The Landlord did not incur a cost for this service (DOC-7763135 – pg 6).
7. AR testified on April 28, 2025 the Tenant's toilet was clogged and required a repair. The total cost incurred by the Landlord for the repair was \$307.00. (DOC-7763135 – pg 8).
8. AR testified on May 1, 2025 the Tenant's toilet clogged again and required a repair. The total cost incurred by the Landlord for the repair was \$307.00. (DOC-7763135 – pg 10).
9. Based on the uncontested evidence before me, I am satisfied the clogged toilet was a result of the Tenant's willful or negligent use. I am further satisfied the Landlord incurred a total cost of \$614.00 and the Tenant should compensate the Landlord in that amount.

Allegation 5

10. The Landlord provided an incident report and screenshots of CCTV footage demonstrating that on September 15, 2025 the Tenant threw a rock at the glass window of the residential

complex. The damage resulted in the Landlord paying \$1,127.74 to repair the glass. (DOC-7763135 – pgs 21-41, 46-48).

11. KT verified the person shown in the CCTV footage was the Tenant, verified the incident report was generated by the Landlord, and AR verified the quote for glass repair was paid by the Landlord. I am satisfied the Landlord incurred these costs as a result of the Tenant's willful or negligent behaviour and is entitled to compensation for same.
12. This amount was paid by the OPGT on behalf of the Tenant on March 20, 2026.

Allegation 6

13. AR testified that on October 29, 2025 he received a complaint from unit 1603 (two floors directly under the rental unit) about a flood from the bathroom ceiling. AR inspected units 1603 and 1703. AR determined 1703 also had a ceiling leak in the bathroom. AR inspected 1803 and determined the Tenant had filled their sink and tub with clothing and water which resulted in the drains blocking. AR testified it appeared that the Tenant was attempting to wash clothes in the tub and sink.
14. The Landlord was required to repair the damage to units 1603 and 1703. The total cost the Landlord incurred was \$499.99. (DOC-7763135 – pgs 52-59). I am satisfied the Landlord incurred these costs as a result of the Tenant's willful or negligent behaviour and is entitled to compensation for same.

Allegation 7

15. The Landlord provided an incident report from November 3, 2025 which states the Tenant yelled at the staff. KT verified the incident report was generated by the Landlord.
16. Based on the uncontested evidence before me, I am satisfied the Tenant willfully or negligently caused damage to the rental unit toilet, neighbouring rental units, and the residential complex. Furthermore, I am satisfied this behaviour constitutes substantial interference with other tenants and the Landlord.
17. As such, the Landlord's application is granted.

Relief from eviction

18. 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.
19. The Landlord sought an order terminating the tenancy based on the allegations in the N5 notice and continued similar behaviour. The Landlord provided evidence of broken kitchen cabinets they allege are a result of willful or negligent damage by the Tenant. The Landlord also provided evidence regarding the Tenant's continued erratic behaviour toward staff and other tenants.
20. The Tenant did not attend to provide disclosure with respect to their circumstances that may warrant a delay or denial of eviction and the Landlord was not aware of any.

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 4, 2026.
2. If the unit is not vacated on or before May 4, 2026, then starting May 5, 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 5, 2026.
4. The Tenant shall pay to the Landlord \$1,113.99, which represents the reasonable costs of repairing the damage 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 \$1,299.99.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.

April 23, 2026
Date Issued

Elena Jacob
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 5, 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.