



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Dos Santos Pinto v Cala Rojas, 2026 ONLTB 34121

Date: 2026-04-28

File Number: LTB-L-017208-26

In the matter of: Basement, 308 Blackthorn Avenue
York On M6N3J3

Between: Deolinda Dos Santos Pinto Landlord
Guardian of Property, The Public Guardian
and Trustee

And

Caridad Cala Rojas Tenant

Deolinda Dos Santos Pinto and Guardian of Property, The Public Guardian and Trustee (the 'Landlord') applied for an order to terminate the tenancy and evict Caridad Cala Rojas (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 Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue 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 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 24, 2026 at 10:04 a.m.

The Landlord's representative Ana Speranza, student-at-law, and the Tenant Caridad Cala Rojas attended the hearing. Yoisan Cala also attended the hearing to support the Tenant and provide interpretation for the Tenant.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy set out in the N7 Notice of termination; however, the Landlord has established, on a balance of probabilities, grounds in the N5 Notice, including the claim for compensation arising from the Tenant's negligent damage of the glass door; although in these circumstances, the proven conduct does not warrant termination of the tenancy, so the tenancy shall continue subject to the conditions below. Below are my reasons.
2. The Tenant was in possession of the rental unit on the date the application was filed. Yoisan Cala is the Tenant's son and is an occupant of the rental unit.
3. There are two units within the residential complex. The rental unit is located in the basement of the residential complex with the unit on the main floor separated by an interior glass door. The Landlord, Ms. Pinto, previously lived on the main floor unit, until 2023 when she moved into long term care. The main floor unit is currently vacant and the Guardian of Property, The Public Guardian and Trustee ('Guardian of Property') is undisputed in its legal role as guardian and is working to maintain and sell the residential complex.

1st N5 Notice of Termination

4. On December 31, 2025, the Landlord gave the Tenant a first, voidable N5 Notice of termination. The Notice of termination alleged the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of other tenants based on behaviour complaints. The Landlord alleged the Tenant's son Yoisan Cala accosted the realtor during a showing of the main floor unit, within the residential complex.
5. Section 64 of the *Residential Tenancies Act, 2006* (the 'Act') states:
 - 1) 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.
 - 3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

4. The Tenant had 7 days to void the Notice, and as the Landlord led no evidence to show any of the behaviour that gave rise to the N5 Notice continued during the period from January 1, 2026 to January 8, 2026. Therefore, I find the Tenant did void the Notice.

2nd N5 Notice of Termination

6. On February 2, 2026, the Landlord gave the Tenant an N5 Notice of termination alleging on December 30, 2025 the Tenant's son, Yoisan Cala, threatened to smash the door and on January 9, 2026, the Tenant or someone visiting or living with the Tenant wilfully or negligently damaged the door in the rental unit.
7. Section 68 of *the Act* states that if an N5 becomes void pursuant to section 64(3), the landlord may serve a 2nd N5 if, within six months after the 1st N5 was given, conduct occurs or a situation arises that constitutes a substantial interference in section 64. I find the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Act* for the Tenant allegedly damaging of the door.
8. The wording of section 68(1)(b) is clear, that the details and particulars in a second notice of termination must concern events that occurred more than seven days but less than six months after the first notice was served. In this case, the alleged conduct on December 30, 2025 is before this window, and therefore not raised in compliance with the requirement under *the Act*. Thus, the only conduct that complies with the mandatory requirements of *the Act* is allegations dated January 9, 2026; this will be considered below.

N7 Notice of Termination

9. On February 2, 2026, the Landlord gave the Tenant an N7 Notice of termination. The Notice of termination alleged that the Tenant seriously impaired the safety of another person whereas on July 7, 2025 Yoisan Cala ('YC') threatened the Public Guardian's Trustee and their inspector Zoltan Fekete; on December 30, 2025 threatened the Public Guardian's property manager Cody Sergeant. The N7 Notice further alleged the Tenant or someone visiting or living with the Tenant wilfully damaged the glass door in the rental unit.

Landlord's evidence

10. The Landlord submitted that on July 7, 2025, inspector Zoltan Fekete, agent of the Landlord, attended the property with contractors to perform maintenance on the glass door separating the two units in the residential complex, and during his visit, the Tenant's son, YC, threatened him. Entered into evidence was an Investigation Report Memo dated July 7, 2025 from Mr. Fekete which states YC threatened to 'gut' him. The report further asserts that Mr. Fekete left before completing the work due to what he described as safety concerns.
11. The Landlord further submitted that on December 30, 2025, property manager Cody Sergeant, agent of the Landlord attended the property to perform maintenance on the glass door separating the two units in the residential complex, and during his visit, the Tenant's son, YC, threatened him. Entered into evidence was an email from TRI Property Management staff Christina Clarke to Lisa James, an agent of the Guardian of the Property dated December 30, 2025 stating the property manager, Mr. Sergeant, was at the

property and Mr. Sergeant stated that YC was threatening to kill him and the contractor, as well as threatening to smash the glass door separating the two units. Also entered into evidence was email correspondence from TRI Property Management staff Christine Clarke to Ana Speranza, an agent of the Guardian of the Property dated January 19, 2026 which states the Tenant and the Tenant's son were yelling and causing disruptions and notes the behaviour has been escalating over time.

12. The Landlord further submitted that on or about January 9, 2026 the Tenant damaged the glass door separating the two units. Entered into evidence was email correspondence from TRI Property Management staff Amanda Ali, the Landlord's agent, to Ana Speranza, an agent of the Guardian of the Property, dated January 16, 2026 stating an agent Annie Chen showed the property on January 9, 2026 and found broken glass. The email further states the agent's clients were worried the Tenant was destructive and would not purchase the property. Also entered into evidence was an email dated January 9, 2026 from an unnamed staff person at TRI Property Management which documents the broken glass, including a photograph of the glass on the floor, and alleges the Tenant was responsible for the broken glass door.
13. The Landlord's representative claimed the cost to repair the glass door is \$610.20. Entered into evidence is an invoice from Transfer Ease Relocation Inc. dated February 2, 2026 confirming the aforementioned amount for parts and labour.

Tenant's evidence

14. The Tenant denied the Tenant or the Tenant son, YC, threatened the Landlord's agents.
15. With respect to the alleged threats on July 7 and December 30, 2025 YC testified that the Landlord was exaggerating his alleged behaviour and that while conversations occurred between him and the Landlord's agents, in each case the Landlord's agents initiated the rude and unwanted behaviour. YC further testified that the Landlord's agents would also come late disturbing the household.
16. The Tenant also denied damaging the glass door. YC testified that many contractors, realtors and agents would come to the property and alleged that one of these individuals were likely responsible for the broken glass.

Analysis – N7 - Serious Impairment of Safety

17. Section 66(1) of *Residential Tenancies Act, (2006)* states:

A landlord may give a tenant a notice of termination if,

- (a) an act or omission of the tenant an occupant or a person permitted in the residential complex seriously impairs or impaired the safety of another person; and
- (b) the act or omission complained of occurs in the residential complex.

18. In order to be successful on this ground, the Landlord must establish that the effect of the actions of the Tenant, someone visiting or living with the Tenant threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the actions of a tenant or a tenant's occupant or guest put someone at serious risk of physical harm. Not every risk of physical harm to another will meet the test, as the impairment of safety must be serious.
19. With respect to the alleged threats on July 7, December 30, 2025 and the broken glass door on January 9, 2025, I accept that the Tenant's son, YC an occupant of the rental unit, engaged with the Landlord's agents in the residential complex. However, in this case, the Landlord led insufficient evidence to show that this conduct created a risk of physical harm that rises to the level of being serious.
20. The Landlord bears the burden of proving the grounds for termination on a balance of probabilities.
21. Here, the Landlord's case relies substantially on hearsay evidence. The Board may admit hearsay evidence; however, the weight to be given to such evidence depends on its reliability, necessity, and corroboration, particularly where the allegations are serious and carry significant consequences. In this case, with respect to the statements entered into evidence, the Landlord did not call any witnesses who may have observed the incidents directly, in particular Mr. Fekete, Mr. Sargeant or Ms. Chen. Further, there was no evidence before the Board that the Landlord was unable to locate these witnesses, or any reason given as to why these potential witnesses were not called to testify, in particular Mr. Fekete, Mr. Sargeant or Ms. Chen. Had these individuals been summoned or called as witnesses, their testimony would have been subject to cross-examination and may have added credibility to the Landlord's submissions, specifically with respect to depicting the severity or seriousness of the interactions between the parties during these incidents.
22. With respect to Landlord's evidence, conclusions regarding the alleged threats are not based on direct observation, but rather on information provided by others, inferences drawn from/and interpretation of communications. As such, I assign little weight to these conclusions. There was no audio/video evidence of the alleged incidents.
23. The Tenant and the Tenant's son, YC, were the only people present at the hearing who was also present at the time of the incidents, and YC testified that no threats occurred. Although YC's testimony had minor inconsistencies, a finding that he is not fully reliable does not, by itself, establish that serious impairment of safety occurred. I prefer the Tenant's firsthand account of the incidents—factoring in the minor credibility issues—over the lightly-weighted Landlord evidence. Even though the Landlord's log of events and the correspondence established that incidents occurred, I do not prefer the characterization of the Landlord's written account of the events over YC's testimony at the hearing; I specifically prefer the Tenant's characterization of the severity of the incidents in question. Even if I were to accept the Landlord's evidence, of which I have assigned little weight, there is no evidence of physical harm as a result of the alleged statements.
24. With respect to the broken glass door, the Landlord led no evidence that might suggest this conduct of either breaking the glass door, or the damage thereafter, seriously impaired

the safety of anyone. A photograph showing a damaged glass door, is insufficient to prove serious physical harm occurred or might have occurred.

25. I have assessed the reliability and probative value of the evidence presented, including the hearsay evidence, in light of the seriousness of the allegations. I have also considered that s. 15(1) of the SPPA permits the introduction of hearsay evidence. In my analysis, where evidence was based on second-hand information or inference rather than direct observation, I have explained the weight assigned to that specific evidence.
26. Therefore, I have considered the totality of the evidence, including the testimony of the parties, the documentary evidence submitted and the submissions of both parties, and for the reasons set out above, I am not satisfied, on a balance of probabilities, that the Tenant engaged in conduct that seriously impaired safety within the residential complex. The Board cannot infer, without sufficient evidence, that the conduct alleged caused serious impairment of safety. The Landlord has not met its burden under section 66 of *the Act*.
27. Therefore, I find that as the Landlord could not make out a prima facie case, this portion of the Landlord's application must be dismissed.

Analysis – N7 - Wilful Damage

28. A tenancy may only be terminated under subsection 63(1) of *the Act* where it can be found that the Tenants caused the damage willfully.
29. In order to be successful on this ground, the Landlord must establish that the effect of the actions of the Tenant were willful, not simply negligent. Willful damage results from action taken by the tenant with the intent to do damage. Willful has been defined as intentionally, deliberately, knowingly or voluntarily doing or failing to do something that results in the destruction of property.
30. Again, the Landlord bears the burden of proving the grounds for termination on a balance of probabilities and I find that the Landlord led insufficient evidence to prove the Tenant willfully damaged the glass door.
31. The Landlord's position relies primarily on a prior allegation that the Tenant's son, YC, threatened to break the glass door, followed by evidence that the door was in fact broken some days later. However, this reasoning is insufficient to establish willfulness. The evidence does not bridge the gap between the alleged statement and the subsequent damage; it establishes, at most, temporal proximity, not causation. There is no direct or sufficiently reliable circumstantial evidence demonstrating that the damage was done intentionally. In the absence of evidence connecting the alleged threat to the act itself, I am not satisfied that the Landlord has met the burden of proving willful damage within the meaning of the N7 Notice.

Analysis - N5 – Negligent Damage/Substantial Interference

32. That said, I am satisfied, on a balance of probabilities, that the glass door was damaged by the Tenant or someone visiting or living with the Tenant and the damage was caused by negligent conduct. The Landlord produced a photograph showing the door in a broken

condition, with glass on the floor, along with contemporaneous reports of the incident. While I did not prefer the Landlord's hearsay evidence regarding the alleged threats for the purpose of establishing serious impairment of safety or wilfulness, the evidentiary threshold for establishing that damage simply occurred, and that it is attributable to the Tenant or those in the Tenant's household, is met on the totality of the evidence. The presence of physical damage, coupled with the timing and surrounding circumstances, supports the finding that the damage did not occur spontaneously, through ordinary wear and tear, or as caused by another agent of the Landlord, but rather as a result of careless conduct – in my view by the Tenant or someone visiting or living with the Tenant

33. There is no evidence to support the Tenant's claim that agents of the Landlord who were there for the purpose of either performing maintenance on the property or selling the home to prospective future buyers damaged the door. The Tenant did not provide any direct documentary evidence, corroboration, or persuasive circumstantial evidence to support their claim and frankly, it is wildly inconsistent with the overall evidentiary record. In the absence of supporting evidence, I assign this theory no weight.
34. In reaching this conclusion, I distinguish between the quality of the evidence required to prove serious allegations such as threats or intentional conduct, contrasted with what is required to establish negligent damage. I preferred the Tenant's direct testimony over hearsay evidence when assessing the alleged threats because those allegations depended heavily on credibility and intent. By contrast, the existence of the damage itself is objectively established by the photographic evidence – and I will note, the photographic evidence is not disputed by the Tenant – and the surrounding circumstances permit a reasonable inference on a balance of probabilities that the Tenant or a member of the Tenant's household were responsible. The combination of physical evidence and circumstantial context is sufficient in these circumstances to meet the Landlord's burden under the N5 Notice.
35. The "substantial interference" ground for termination is set out in subsection 64(1) of the Act, which states:

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.
36. In this case, with respect to the allegation of substantial interference, the Landlord did not advance evidence on a valid claim of interference separate and apart from the incident involving the damaged door. While I have found the Tenant negligently caused the damage, I am not satisfied this incident, in of itself, rises to the level of substantial interference with the reasonable enjoyment of the residential complex. Accordingly, this ground is not established.

Compensation for Damage

37. Section 89 of the Act, states, “a landlord may apply to the board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or: where repairing is not reasonable the replacement of damaged property...”
38. The Landlord claimed the cost to repair the glass door is \$610.20 and produced an invoice identifying the line-item costs for the repair of the glass door, which was consistent with the damages in the photographic evidence before the Board. I find this fair and reasonable, and as such an order will be issued for payment in that amount.

Relief from eviction

39. 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 conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
40. I am satisfied that the conduct at issue is specific and capable of being remedied. The breach arises from the Tenant's negligent damage to the glass door, which is within the Tenant's control to correct.
41. There is insufficient evidence before me to conclude that the circumstances give rise to such an immediate or irreparable risk of harm as to justify termination of the tenancy at this time. Moreover I have considered the Tenant suffers from a disability, and as a result it would be difficult to compete a housing search and find a suitable unit that can accommodate the Tenant and the Tenant's son; the Tenant's primary source of income is ODSP, and that finding a new unit that is both affordable and suitable for the Tenant's family in the community would be challenging given the current rental market conditions. I have also considered the circumstances that the Landlord is elderly and lives on a fixed income and that In these circumstances, I find that it is appropriate to grant the Tenant an opportunity to preserve the tenancy by complying with clear conditions that involve making the Landlord whole in a pecuniary sense.
42. Accordingly, I will issue a conditional order requiring the Tenant to repay the damages and to refrain from damaging the glass door. If the Tenant complies with these conditions within the specified time, the tenancy shall continue. However, failure to comply may result in the termination of the tenancy without further notice.
43. The Landlord also 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. The Tenant shall pay to the Landlord \$610.20, which represents the reasonable costs of repairing the damage to the property
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$796.20 by May 3, 2026.
5. The Tenant, and anyone visiting or living with the Tenant, shall refrain from damaging the glass door which separates the rental unit from the unit on the main floor of the residential complex for the duration of the tenancy.
6. If the Tenant fails to comply with the conditions set out in paragraphs 4 and 5 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.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026 at 4.00% annually on the balance outstanding.

April 28, 2026
Date Issued

Greg Witt
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.

