



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

File Number: LTB-L-006527-26

In the matter of: 6, 9 ARBOR DELL RD
ETOBICOKE ON M9W4C6

Between: Toronto Community Housing Corporation Landlord

And

Kelon Kalique Peters Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kelon Kalique Peters (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.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Kelon Kalique Peters (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.

Only the Landlord's Legal Representative John Edlund and the Landlord's Agent George Helegbe attended the hearing.

As of 10:05 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 the Tenant is terminated as of May 18, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 9, 2026, the Landlord sent an N5 notice of termination to the Tenant deemed served on January 14, 2026 alleging substantial interference with reasonable enjoyment and wilful or negligent damage. The N5 notice of termination had a termination date of February 10, 2026.
4. George Helegbe, testified that he is the Superintendent for the Landlord at the residential complex and that on November 6, 2025 he attended the Tenants residential unit for an inspection as staff had concerns that damage to the unit had occurred.
5. Upon attending the rental unit he conducted an inspection and provided photographs at the hearing which depict the damages including:
 - A broken window in the rental unit
 - The smoke detector destroyed and hanging from the ceiling by the wires;
 - Cabinet doors in the kitchen appeared to be ripped off and missing.
 - Numerous fist size holes in the interior walls and remaining cupboards with various items including clothing stuffed inside;
 - A broken bathroom mirror and neglected bathroom sink
 - The stove and refrigerator provided by the landlord had been removed and were missing from the rental unit.

Wilful or Negligent Damage

6. Subsection 62(1) of the *Act* provides:

62(1) 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 willfully or negligently causes undue damage to the rental unit or the residential complex.

7. To succeed on this claim, the Landlord must establish the following:

- (a) physical damage to the rental unit or the residential complex;
- (b) physical damage that is “undue”, meaning not normal wear and tear; and
- (c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

8. Based on the uncontested evidence before me the Landlord has established that the damage occurred to the rental unit or residential complex, that the damage was not caused by normal wear and tear and that the damage was willfully or negligently caused

by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

Substantial interference

9. Section 64 of the *Act* states 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.

10. Additionally section 34 of the *Act* states:

The tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.

11. The Landlord alleges that that by not paying the estimates and invoices associated with the expenses incurred or that will be incurred by the Landlord contained in the N5 notice as a result of the damages the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently caused, the Tenant has substantially interfered with the Landlord's lawful rights, privileges or interests.
12. Based on the uncontested evidence before me I am satisfied that the Tenant's failure to pay the invoices related to expenses the Landlord had incurred have resulted in substantial interference with the Landlord's lawful right, privilege or interest. I am not satisfied However, that failure to pay estimates produced by the Landlord have resulted in substantial interference with the Landlord's lawful right, privilege or interest, although they would be captured by the damages component of the N5 notice pursuant to section 62 of the *Act*.

Daily compensation, NSF charges, rent deposit

13. The Tenant was required to pay the Landlord \$1,970.64 in daily compensation for use and occupation of the rental unit for the period from February 11, 2026 to March 24, 2026.
14. Based on the monthly rent, the daily compensation is \$46.92. This amount is calculated as follows: \$1,427.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Compensation for damages

17. Included in the Landlord's application is for compensation in the amount of \$5,507.23 for damages to the rental unit. In order for an application for compensation for damages made pursuant to section 89(1) of the *Act* to succeed, a landlord must establish the following:
- (a) there was property damage to the rental unit or residential complex;
 - (b) the damage is "undue" meaning that it is not normal wear and tear and it is not insignificant; and
 - (c) the damage was a result of wilful or negligent conduct by the Tenants, occupant or guest.
18. In this context, the word "property" refers to the physical objects such as walls, ceilings, floors, appliances and fixtures in a residential complex.
19. If all of these factors are met, then the Board can award the Landlord the reasonable cost of repair, or the replacement if it is not reasonable for the damage to be repaired.
20. As indicated above the Landlord's Agent testified that the Tenant damaged the following items in the rental unit and provided photographs at the hearing which depict the damages including:
- A broken window in the rental unit
 - The smoke detector destroyed and hanging from the ceiling by the wires;
 - Cabinet doors in the kitchen appeared to be ripped off and missing.
 - Numerous fist size holes in the interior walls and remaining cupboards with various items including clothing stuffed inside;
 - A broken bathroom mirror and neglected bathroom sink
 - The stove and refrigerator provided by the landlord had been removed and were missing from the rental unit.
21. The Landlord additionally provided invoices and estimates in support of their claim for damages totalling \$5,507.23.
22. Based on the uncontested evidence before me, I find that the undue property damage was as a result of the Tenant's negligent conduct. I also find that the amount claimed for damages to the rental unit of \$5,507.23 is reasonable

Relief from eviction

23. 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.
24. The Landlord sought termination of the tenancy due to the wilful or negligent damaged caused by the Tenant. Additionally the Landlord's Agent testified that a subsequent

inspection of the rental unit revealed additional damages to the toilet and sink in the rental unit.

25. The Tenant did not attend the hearing to provide testimony or submissions with respect to their circumstances for consideration regarding relief from eviction. Additionally, neither the Landlord's Legal Representative nor the Landlord's Agent were aware of any circumstances for the Board to consider with respect to relief from eviction.

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 18, 2026.
2. If the unit is not vacated on or before May 18, 2026, then starting May 19, 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 19, 2026.
4. The Tenant shall pay to the Landlord \$1,970.64, which represents compensation for the use of the unit from February 11, 2026 to March 24, 2026.
5. The Tenant shall also pay the Landlord compensation of \$46.92 per day for the use of the unit starting March 25, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$5,507.23, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$7,663.87.
9. If the Tenant does not pay the Landlord the full amount owing on or before May 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Sean Ramage
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 19, 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.