



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Seniors Housing Corporation v Mazur, 2026 ONLTB 38279

Date: 2026-05-14

File Number: LTB-L-002618-26

In the matter of: 621, 20 WEST LODGE AVE
TORONTO ON M6K2T4

Between: Toronto Seniors Housing Corporation Landlord

And

Henryk Josef Mazur Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Henryk Josef Mazur (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Toronto Seniors Housing Corporation (the 'Landlord') also applied for an order requiring Henryk Josef Mazur (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 May 11, 2026.

The Landlord's Witness, Kim Burns, the Landlord's Legal Representative, Jesse Audette, the Tenant's Interpreter, Darius Izewski, the Tenant's Legal Representative, Tracy Yu, and the Tenant attended the hearing.

At the hearing, the parties before the LTB consented to the following order. I was satisfied that the parties understood the consequences of their consent.

On consent of the parties, 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 not leave any lit candles or lit fire sources unattended in the rental unit for the remainder of the tenancy.
3. The Tenant shall not tamper with the Smoke and Carbon Monoxide detectors and/or alarms in the rental unit for the remainder of the tenancy.
4. The Tenant shall pay the Landlord the sum of \$18,797.60 and shall pay the said sum to the Landlord in the amount of \$150.00 per month commencing July 1, 2026, and continuing on the first of each month thereafter until said sum is paid in full.
5. The Tenant shall not cause any disturbances while intoxicated in any of the common areas of the residential complex for 24 months after the date of this Order.
6. The Tenant will not shout at or be physically aggressive towards other persons on the residential complex, including but not limited to Toronto Seniors Housing Corporation employees for 24 months after the date of this Order.
7. If the Tenant fails to comply with the conditions set out in paragraph 2,3,4,5,6, 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. However, the Landlord shall notify Parkdale Community Legal Services at lt@parkdalelegal.org, in the event of a breach.
8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application on or before June 1, 2026.

May 14, 2026
Date Issued

Panagiotis P. Roupas
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.