



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Roberts, 2026 ONLTB 38417

Date: 2026-05-13

File Number: LTB-L-010286-26

In the matter of: 1616, 285 SHUTER ST
TORONTO ON M5A1W5

Between: Toronto Community Housing Corporation Landlord

And

Anthony Roberts Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Roberts (the 'Tenant') because 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 and 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 May 11, 2026.

Only the Landlord's agent, Tanishia Allen, the Landlord's witnesses, Holli Bohl-Newall, Jordan Francies and Romarland Balisi, Tenant attended the hearing.

As of 9:33 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. The Tenant shall pay the Landlord \$541.95.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 22, 2026, the Landlord gave the Tenant an N7 notice of termination, deemed served on January 27, 2026. The notice of termination alleged that the Tenant's conduct had seriously impaired the safety of another person and the Tenant had wilfully damaged the rental unit, namely:
 - on July 16, 2024 and April 2, 2025, the Landlord observed extensive damage to the rental unit and appliances;
 - On April 28 and June 28, 2025, the Tenant left taps running in the unit which caused flooding in the unit below;
 - On December 22, 2025, the Landlord discovered the electrical box in the kitchen had been vandalized and electrical wiring in the unit had been tampered with; and
 - On January 12, 2026, police attended at the building after the Tenant was banging and yelling on the office door and subsequently smashed a glass bottle on the floor.

Serious impairment of safety

4. The Landlord's witness, Romarland Balisi, is the building superintendent. He testified that on December 8, 2025, he discovered that the Tenant had damaged the wiring in the electrical panel resulting in no power to the unit. He arranged for the Landlord's contractor to replace the damaged wiring and reset the breaker panel [Doc 7560627, page 25].
5. On December 22, 2025, he attended at the Tenant's unit and discovered the Tenant had cut the wiring in the kitchen stove panel. He produced two photographs [Doc 7560627, pages 30-31] of the wires that had been cut behind the stove. He again arranged for the Landlord's contractor to attend at the unit on December 22, 2025 and repair the damaged wires [Doc 7560627, page 53]
6. On January 27, 2026, he attended at the unit and discovered the Tenant had broken the metal safety access door to the electrical panel in the living room and removed the wires from the breaker. He produced a copy of his email dated January 27, 2026 to property management [Doc 7560627, page 40] confirming the incident, as well as a photograph of the damaged electrical panel [Doc 7560627, page 41].
7. The Landlord is concerned that the Tenant will electrocute himself and/or cause an electrical fire, placing himself and other Tenants in the building at risk.
8. Based on the uncontested evidence before me, I am satisfied that the Tenant has seriously impaired his own safety and that of other tenants by tampering with, cutting and removing the electrical wiring in the unit. This conduct occurred in the residential complex.

Undue Damage

9. The Landlord's agent, Tanishia Allen ('TA') testified that she is the Landlord's Manager of Tenant Management. The residential complex is a large multi-storey building containing 340

units. She confirmed that in 2025, the Tenant caused damage to the floors, walls, appliances and electrical wiring in the unit. The Tenant also caused a flood in the unit, resulting in damage to the unit below.

10. On April 2 and October 9, 2025, the Landlord discovered extensive damage to the unit and the appliances, as well as unauthorized alternations to the unit. The Landlord delivered warning letters to the Tenant dated April 15 and October 10, 2025 [Doc 7560627, pages 8 and 17], advising the Tenant not to cause further damage to the unit or appliances or undertake unauthorized alterations.
11. On December 22, 2025, the Landlord sent a letter to the Tenant [Doc 7560627, page 36] stating that he would be held responsible for the cost of electrical repairs in the kitchen after it was discovered that the Tenant had damaged the electrical box and tampered with the wires inside it.
12. On December 30, 2025 and March 11, 2026, the Landlord sent letters to the Tenant [Doc 7560627, pages 38 and 10] advising that he had left taps running in his unit causing floods in the unit below. The Landlord cautioned the Tenant not to leave taps running unattended.
13. TA stated that cutting and tampering with electrical wires in the unit poses an increased safety risk of fire. Continuous flooding in the Tenant's unit causes damage and increases the risk of mould in the unit and the building. The damage is so extensive that the unit will have to be gutted, then restored.
14. Based on the Landlord's uncontested evidence, I am satisfied that the Tenant has wilfully caused undue damage to the rental unit by continuing to tamper with wiring and leave running taps unattended. The Landlord sent explicit letters to the Tenant detailing the damage and his behaviour and asked him to stop. The Tenant did not do so.

Daily Compensation

15. The Tenant was required to pay the Landlord \$1,442.98 in daily compensation for use and occupation of the rental unit for the period from February 24, 2026 to May 11, 2026.
16. Based on the monthly rent, the daily compensation is \$18.74. This amount is calculated as follows: \$570.00 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Compensation for damages

19. The Landlord requests that the Tenant be ordered to reimburse the Landlord for the cost of repairing electrical damage in the unit on December 22, 2025 (i.e. the second incident). The Landlord produced a copy of the invoice from its electrical contractor dated January 2, 2025 [Doc 7293258, page 53] which confirms that the Landlord incurred the amount of \$355.95 to repair the damage to the electrical wiring in the unit on December 22, 2025.

20. I am satisfied that the Landlord has incurred reasonable costs of \$355.95 to repair the damage in the unit and that the Tenant is responsible for reimbursing the Landlord for the cost of the repairs.

Relief from eviction

21. 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. I say this because I am satisfied that the Tenant's behaviour of tampering with and cutting electrical wires creates a serious safety risk not only to the Tenant but to other tenants in the building. Furthermore, the Landlord's witness, Jordan Francis (the Landlord's community services co-ordinator) testified that the Tenant refuses to participate or accept help in connecting with programs or resources. The Tenant did not attend the hearing to provide evidence of his circumstances.

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. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,442.98, less any amount paid for rent after February 24, 2026, which represents compensation for the use of the unit from February 24, 2026 to May 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$18.74 per day for the use of the unit starting May 12, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$355.95, which represents the reasonable costs of repairing the damage.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. 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 13, 2026
Date Issued

Karen Gonçalves
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.