



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

File Number: LTB-L-104672-25

In the matter of: 508, 793 COLBORNE ST
BRANTFORD ON N3S7J3

Between: Teresa Pasquini Landlord
Alessandro DiLorenzo

And

Lacey Watson Tenant

Teresa Pasquini and Alessandro DiLorenzo (the 'Landlord') applied for an order to terminate the tenancy and evict Lacey Watson (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.

Teresa Pasquini and Alessandro DiLorenzo (the 'Landlord') applied for an order requiring Lacey Watson (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 25, 2026.

The Landlord T. Pasquini, the Landlord's Legal Representative Jackie Struthers and the Tenant attended the hearing.

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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination - Substantial interference and Damages

On November 28, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on December 3, 2025, with a termination date of December 31, 2025. The notice of termination contains the following allegations:

- On May 14, 2025, it was discovered by the Landlord that repairs to the rental unit were supposed to be done by the Condo Corporation in 2020 after a water leak in the was discovered in the rental unit was not completed. The Tenant had advised the Landlord that these repairs had been completed via text message, but this was not true. On May 14, 2025, it was discovered the Tenant's unit was severely damaged by the Tenant. Damages included: - damaged closet doors - closet doors from the master bedroom and linen closer were removed - damages to the ceiling - damages from water leak in 2020 that were not addressed - damages to ceiling in bathroom - damages in the bedroom closet where the bar has been pulled off - damages to the shelf in the bedroom closet as it was warped from being removed in 2020 and leaning against the wall - damages to the screen door - damages to the kitchen faucet - damages to the refrigerator handle - damages to the light fixture in the kitchen - damages to the bathroom tub spout, towel rack and maintenance cover.
- On August 21, 2025, the Landlord served the Tenant a notice of entry as they sought entry to allow a contractor from the Condo Corporation to enter the rental unit to assess repairs that were supposed to be done in 2020-2021.
- Between August 24, 2025, and September 16, 2025, work approval was given for the contractor "Brier Builders" to begin repairs to the Tenant's unit.
- On September 18, 2025, The Landlord served notice of entry to the Tenant that Brier Builders would be coming to do start the repairs on Monday, Sept 22, 2025.
- On September 22, 2025, at 7:07 a.m., the Tennat contacted the Landlord and advised she was sick and arranged for the work/repairs to start on September 23, 2025.
- On October 3, 2025, the Landlord stated that work/repairs were completed.
- On October 28, 2025, the Landlord served notice of entry to enter the rental unit so observed the work/repairs completed by Brier Builders.
- On October 30, 2025, Landlord went with their agent and Richard Ferris to inspect work and see what work remained for the damages caused by the

Tenant. Landlord advised Tenant that Richard Ferris would contact her to schedule repairs. The Tenant agreed.

- On November 4, 5, and 6, 2025, Richard Ferris messaged the Tenant to schedule a time for the remaining repairs, and the Tenant did not answer.
- On November 7, 2025, the Tenant messaged Richard and stated that repairs could not start and for him not to attend the unit as she just had surgery.
- On November 8, 2025, Richard Ferris attended the rental unit and worked for 1 hr. The Tenant's daughter and the Tenant complained. The Tenant realized she changed locks and did not provide the Landlord with a key and said she only had one key. Richard Ferris took the key to make copies and returned the key to the Tenant giving her another copy for her daughter. Richard Ferris confirmed with the Tenant that he would come back to do the work the weekend of November 15, 2025.
- On November 14, 2025, the Tenant advised the Landlord she had COVID. The Landlord offered the Tenant to stay at a motel, and she would reimburse her.
- On November 15, 2025, Richard Ferris advised that he and painter, Mike, would still carry out repairs and would wear masks as you do not need to quarantine for Covid anymore.
- On November 16, 2025, Richard Ferris re-attended to complete work with Mike, but the Tenant refused entry and told them to come next Saturday. This was reported to the police.
- On November 22, 2025, Richard Ferris went to the unit to complete work, but the Tenant's daughter was aggressively screaming profanities and "who cares about the work we are getting evicted anyway". Richard Ferris attempted to work but left after 30 min, as the behaviour continued. He called the police and was proved with an occurrence number is BR25047255.
- The Landlord's claims \$5,943.96, in costs to replace the damaged property.

Landlord's Evidence

4. The Landlord first witness was the Landlord Teresa Pasquini. She testified she has owned the property since 2006. She stated that the unit was in excellent condition when the Tenant moved in August 2020. No pre-existing damage to doors, fixtures, or appliances existed.
5. She stated that the caused or permitted widespread damage throughout the unit. The Tenant stated to her repairs were not reported or were misrepresented as completed by

condominium contractors. Additionally, the Teant failed to allow her or the contractor timely access for repairs to completed.

6. Ms. Pasquini testified that she discovered major damage to the rental unit during an inspection in May 2025. During, this inspection the Landlord discovered the following:
 - Closet doors were warped, detached, or missing.
 - Fixtures such as towel racks, toilet paper holders, and handles were broken.
 - Ceiling and bathroom areas showed deterioration from unresolved issues.
7. The Landlord also discovered that the Tenant failed to notify her that the condo repairs from 2020 were not completed, despite having a message from the Tenant advising other wise.
8. The Tenant cross-examined the Landlord on the evidence presented.
9. The Tenant suggests that the damage to the rental unit was caused by long-term leaks, some items were already defective or improperly installed and she was not responsible for any of the structural or wiring issues.
10. The Landlord denied that the fixtures were damaged when the Tenant moved in. Regarding the structural issues alleged by the Tenant, she stated that no complaints were received. Lastly, the Landlord stated that she relied on the Tenant's message about the condo repairs being completed.
11. The Landlord's next witness was Richard Ferris (contractor/repair person). He testified that the rental unit between November and December 2025, to perform a variety of necessary repairs. His work during this time was extensive and included plumbing, carpentry, fixture replacement, and ceiling remediation.
12. Mr. Ferris testified that he observed physical damage to the unit that was beyond ordinary wear and tear. Specific examples he provided included retrieval of foreign objects, such as metal debris, from plumbing fixtures and the necessity of him to replace multiple doors that had become warped or otherwise unusable.
13. He further testified to significant challenges regarding unit access and the Tenant/Occupant's conduct. On November 8, 2025, he discovered that the Tenant had changed the locks without authorization and had not provided the Landlord with a copy of the new keys. In addition, the Tenant delayed numerous repairs by repeatedly arranging and rearranging contractor appointments, ultimately making access to the unit difficult and hindering the completion of required work.
14. Mr. Ferris described an incident on November 22, 2025, in which he was confronted by aggressive conduct from the Tenant's daughter. This confrontation was severe enough, he stopped working, left the rental unit and contacted police. Police provided him with an occurrence number but took no further action.
15. Lastly, he testified that costs to repair or replace the damage property is \$5,943.96.

16. During cross examination, the Tenant questioned whether she was responsible for all the observed damage and whether certain issues were instead attributed to the age of the building, pre-existing water leaks, or systemic plumbing issues.
17. Mr. Ferris responded that the extend of the physical damage was inconsistent with normal wear. He clarified that the foreign objects found within the plumbing could not be attributed to the building's internal system. He maintained that he found no evidence supporting the Tenant's explanations for the damages, such as age of the building.

The Tenant's Evidence

18. The Tenant Ms. Watson testified that she has resided in the rental unit for approximately 5 years and has been a resident of the building since 2006. She further testified that she is on ODSP and manages significant health issues.
19. Ms. Watson disputes responsibility for the major of the damages alleged by the Landlord. It is her position that many issues within her unit stem from pre-existing water leaks and aging conditions of the building. Additionally, she believes that several repairs were either improperly executed or left incomplete prior to the start of her tenancy.
20. Regarding specific allegations of damage, the Tenant testified to the following:
 - the condition of the closet doors was a result of prior water leaks and was not caused by her conduct.
 - the bathroom fixtures deteriorated due to the presence of rust and a lack of adequate ventilation in the room.
 - the issues identified with the kitchen lighting were attributable to faulty electrical wiring.
 - the problems associated with the refrigerator were maintenance related rather than tenant damage.
 - Ms. Watson acknowledges responsibility for the screen door only, she characterized the damage as normal wear.
21. Ms. Watson testified that she has lived in the unit for approximately five years and has a 17-year connection to the building. She receives ODSP and suffers from chronic medical issues requiring hospital visits. The Tenant disputes responsibility for most damages, attributing them to aging building conditions, prior water leaks, and faulty wiring.
22. The Tenant further testified that eviction would result in homelessness for herself and her 15-year-old daughter, as she cannot afford relocation costs or first/last month's rent. She also noted difficulty filing evidence due to procedural unfamiliarity.
23. During cross-examination, the Landlord challenged the Tenant on whether she reported issues promptly or denied access for repairs.
24. The Tenant made several key admissions:
 - She acknowledged changing the locks without informing the Landlord.
 - She could not confirm that all damages were reported contemporaneously.

- She admitted she had no documentary evidence to support her theories of alternative causation for the damage.
- She offered only limited rebuttal evidence to the contractor's testimony.

Analysis

25. I prefer the evidence of Mr. Ferris over the Tenants. Mr. Ferris' testimony was detailed, specific and consistent. His evidence was supported by invoices, photographs, and direct observations while performing repairs over multiple attendances. While the Tenant was sincere and her belief was many of the problems were caused by age of the building, prior leaks, or age, her evidence was uncorroborated and unsupported by documents, photographs, repair requests, contractors reports, or expert evidence. I also place weight on the Tenant's admissions during cross examination, including that she admitted to changing the locks without providing the Landlord with a copy, she could not confirm that all issues were reported promptly, and had no documentary evidence to support her alternative explanations for the damages.
26. I find that significant physical damage occurred throughout the rental unit, including damage to closet doors, shelving, bathroom fixtures, plumbing components, kitchen fixtures, and ceiling areas. I accept that some original water intrusion may have originated from prior building leaks; however, I do not accept that this fully explains the condition of the unit in 2025. The evidence establishes that the Tenant failed to promptly report ongoing deterioration, represented to the Landlord that prior condominium repairs had been completed when they had not, and allowed damage to worsen over time without proper notice or remediation. In addition, the broken fixtures, warped and removed doors, damaged shelving, plumbing obstruction caused by foreign objects, and damaged appliances are not consistent with ordinary wear and tear or solely with aging of the building. On a balance of probabilities, I find that the damage resulted from the Tenant's misuse, neglect, and failure to report or mitigate issues, which substantially worsened the condition of the unit.
27. I further find that the Tenant did not repair the damage, compensate the Landlord for the reasonable repair costs, or make satisfactory arrangements within seven days after receiving the N5 notice of termination. As a result, the Tenant did not void the N5 notice under section 62(3) of the Residential Tenancies Act, 2006 (the 'Act').
28. I am satisfied that the Landlord incurred reasonable out-of-pocket costs of \$5,943.96 to repair the damage and replace damaged property that could not reasonably be repaired. I rely on the invoices filed, the testimony of Mr. Ferris, and the photographic evidence. The repair costs were not for ordinary maintenance or cosmetic upgrades, but for necessary remediation directly connected to the damage observed in the unit. These included replacement of warped and unusable closet doors, repair of damaged shelving and fixtures, plumbing repairs arising from foreign debris found within the fixtures, replacement of damaged bathroom hardware, repairs to the kitchen faucet and refrigerator handle, and labour associated with restoring the ceiling and affected areas after prolonged deterioration. I find these costs reasonable, necessary, and causally connected to the Tenant's conduct and omissions.

29. Accordingly, I find that the Landlord has proven, on a balance of probabilities, that the Tenant, another occupant of the rental unit, or a person permitted by the Tenant in the residential complex wilfully or negligently caused undue damage to the rental unit within the meaning of section 62 of the Act. This includes the damaged closet doors, broken bathroom fixtures, damaged shelving, plumbing obstruction, and deterioration that was significantly worsened by the Tenant's failure to report and permit timely repair access.
30. I also find that the Tenant substantially interfered with the Landlord's lawful rights, privileges, and interests under section 64 of the Act. The Tenant repeatedly delayed or refused reasonable access for necessary repairs, changed the locks without authorization and failed to provide the Landlord with a key, and interfered with contractors attempting to complete repairs. I also accept Mr. Ferris' evidence regarding the aggressive conduct of the Tenant's daughter, who was an occupant of the rental unit permitted by the Tenant, which caused him to leave the unit and contact police. This conduct significantly impaired the Landlord's ability to preserve and maintain the rental unit and complete necessary repairs. I therefore find that section 64 is satisfied and that the Tenant did not void the N5 notice under section 64(3) of the Act.
31. Daily compensation, NSF charges, rent deposit
- The Tenant was required to pay the Landlord \$3,479.28 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026, to March 25, 2026, less any amounts paid.
32. Based on the monthly rent, the daily compensation is \$41.42. This amount is calculated as follows: \$1,260.00 x 12, divided by 365 days.
33. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
34. The Landlord collected a rent deposit of \$1,320.76 from the Tenant and this deposit is still being held by the Landlord.

Relief From Eviction

35. Under section 83 of the Residential Tenancies Act, 2006 (the 'Act'), the Board must consider all the circumstances and determine whether eviction should be refused or delayed, even where grounds for termination have been proven.
36. The Landlord requested a standard eviction order. The Tenant requested that eviction be refused or significantly delayed. The Tenant testified that she receives ODSP, has serious ongoing medical issues requiring regular medical care, and resides in the unit with her 15-year-old daughter. I accept that eviction will create significant hardship and may place the Tenant at real risk of housing instability or homelessness, particularly given the difficulty of securing alternate housing while receiving ODSP.
37. I have carefully considered these circumstances and find them serious and compelling. I accept that the Tenant's financial circumstances are limited and that relocation will be difficult. I also accept that the presence of a minor child increases the hardship associated

with eviction. These are important factors weighing strongly against immediate termination of the tenancy.

38. However, these factors must be balanced against the seriousness and ongoing nature of the Tenant's conduct. The evidence establishes significant undue damage to the rental unit, repeated refusal or delay of access for repairs, unauthorized lock changes, and conduct by the Tenant and her permitted occupant that substantially interfered with contractors and the Landlord's ability to preserve the property. This was not a single isolated incident but a prolonged pattern that prevented necessary repairs and caused the tenancy relationship to break down. The Landlord cannot reasonably be expected to continue the tenancy where access to preserve the unit has repeatedly been obstructed and the condition of the unit has materially deteriorated.
39. I also find there is little evidence that future compliance is likely. Despite multiple opportunities to cooperate with repairs, the Tenant did not take sufficient steps to remedy the damage, restore access, or compensate the Landlord. The Tenant did not void the N5 notice and the underlying problems remained unresolved by the time of hearing. In these circumstances, refusing eviction would unfairly prejudice the Landlord and would not adequately protect the rental unit from further deterioration.
40. After considering all disclosed circumstances under subsection 83(2) of the Act, I find that it would not be unfair to grant eviction, but fairness requires a delayed eviction to reduce the hardship to the Tenant and her child. I therefore postpone eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act. This provides the Tenant with additional time to secure alternate housing while recognizing the seriousness of the proven damage and the breakdown of the tenancy relationship.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$3,479.28, which represents compensation for the use of the unit from January 1, 2026, to March 25, 2026, less any amounts paid.
5. The Tenant shall pay to the Landlord \$5,943.96, which represents the reasonable costs of repairing the damage and replacing the damaged property.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,320.76 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.

8. The total amount the Tenant must pay the Landlord is \$8,288.48, less any amounts paid.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Anthony Bruno
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 January 1, 2027 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.