



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

File Number: LTB-L-023347-26

In the matter of: 1, 100 GROSVENOR ST S GD 0
SOUTHAMPTON ON N0H2L0

Between: Brent Lavallee Landlord

And

Tomislav Antunovic Tenants
Patricia Bateman

Brent Lavallee (the 'Landlord') applied for an order to terminate the tenancy and evict Tomislav Antunovic and Patricia Bateman (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on May 12, 2026.

The Landlord and the first named Tenant and the Tenant's Agent, Vladamir Antunovic attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.

2. On February 19, 2026, the Landlord gave the Tenants an N7 notice of termination by placing a copy of said notice under the door of the rental unit. The notice of termination contains the following allegations: the Tenants, another occupant of the rental unit or a person the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises.
3. The Landlord, Brent Lavallee (B.L.), testified that on or about February 17, 2026, an agent of the Landlord attended the rental unit and conducted an inspection of the same. The inspection was conducted based on complaints from another resident regarding a foul odor emanating from the Tenant's rental unit. A copy of the complaint was not tendered as evidence.
4. B.L. testified that the unit was extensively damaged throughout and that the damage was caused by the Tenant's wilful actions. The Landlord tendered photographs of the rental unit as evidence. The photographs show two cigarettes in an ashtray, a messy kitchen counter, messy kitchen floor, and what appears to be a very messy bedroom. The photographs do not show any visible damage in any area of the rental unit. I explained that failing to maintain a state of ordinary cleanliness and the mess in the unit is not damage but rather an out-of-pocket expense for cleaning and waste removal and potentially a substantial interference of other's reasonable enjoyment.
5. B.L. tendered a copy of a fire inspection certificate into evidence. This was to demonstrate that the unit was inspected and had all necessary fire safety equipment.
6. B.L. also tendered a piece of paper with a handwritten number referring to an incident report of February 17, 2026, attendance by the police department and/or fire department. This document did not contain a copy of the actual report from the fire or police department. I also note that the Landlord did not call any witnesses from the fire or police department to support their observations or findings.
7. B.L. testified that he had the smoke detector in the unit replaced in February 2026, and March 2026, because the Tenant tampered and disconnected the smoke detector in the unit. No evidence was uploaded to confirm the removal of an existing smoke alarm or purchase and installation of a new smoke detector.
8. B.L. also confirmed that he did not personally attend the unit on February 17, 2026, and the individual who did attend on this date was not before the Board to testify as a witness.
9. B.L. directed my attention to a single photograph tendered as evidence by the Tenant. This photograph depicts a smoke detector in someone's hand, and a second smoke detector installed in the ceiling. B.L. argued that this photograph is proof that the Tenant tampered with the smoke detector in his rental unit. B.L. also testified that the disconnection of the smoke detector and smoking in the unit created a serious impairment of safety.
10. On cross-examination, B.L. confirmed that he did not attend the unit on February 17, 2026, and that he did not recall how many times the agent attend attended the unit on that day.

11. The Tenant, Tomislav Antunovic (T.A.), testified that he smokes in the rental unit and that he is in the process of trying to quit smoking. T.A. also testified that he was under the impression that his lease was no longer valid and that he was allowed to smoke. He now understands that he is not permitted to smoke in the rental unit.
12. T.A. did not dispute that his unit may not have been maintained in an ordinary state of cleanliness but that he has taken steps since filing of the Landlord's application to remove all unnecessary waste and clean the unit. The Tenant tendered photographs of the rental unit showing the unit much cleaner when compared to the photographs tendered by the Landlord. T.A. also testified that he can and will maintain his unit in a state of ordinary cleanliness if permitted to do so. T.A. attributes the state of the unit to his old age and inability to lift heavy items due to his physical health constraints.
13. T.A. testified that the photograph of the smoke detector in his hand was him trying to demonstrate that the smoke detector in his hand was one that was previously removed by the Landlord's Agent and replaced with a current model. T.A. testified that the smoke detector seen in his hand in the photograph is the old unit that was taken down by the Landlord's Agent when replacing it with a new unit.
14. T.A. testified that he has never taken any steps to disconnect, tamper, or remove the smoke detector in his unit. He also testified that he was not aware of his brother or any of his guests doing so on his behalf.
15. T.A. testified that he wishes to remain in the rental unit and is prepared to comply with a conditional order if necessary.
16. On cross-examination, T.A. confirmed that he understood the lease not to allow smoking inside the unit and he proceeded to do so anyway. T.A. also agreed that he has been trying to quit smoking for some time now.
17. T.A. maintained that he never took any steps to tamper, remove, or disconnect the smoke detectors in the unit.
18. T.A. did not recall whether the fire department installed a new smoke detector during their attendance on February 17, 2026.
19. The Tenants were in possession of the rental unit on the date the application was filed.
20. Based on the evidence, I find that the Landlord has not proven that the Tenants or a person permitted in the residential complex by the Tenants has wilfully caused undue damage to the rental unit. I make this finding because the Landlord's evidence on this point was limited to photographs that did not show any damage consistent with wilful damage. The photographs did show a unit that was in a great state of disarray with garbage throughout. As stated above, a unit that requires cleaning or removal of garbage is not consistent with the definition of damage as contemplated by the Act. Cleaning a messy unit is not the same as repairing something damaged.

21. Based on the evidence, I am also not satisfied the Landlord has demonstrated on a balance of probabilities that the Tenants or a person permitted in the residential complex by the Tenants have seriously impaired the safety of themselves or any other individual. I make this finding because the Landlord's evidence of the Tenants tampering or removing the smoke detector is primarily limited to a photograph in which the Tenant is shown to be holding an old smoke detector in his hand with a newer smoke detector hanging on the ceiling. I found the Tenant's explanation in relation to this photograph to be reasonable. I am also mindful that the Tenant did not lie or mislead the Board about smoking in the unit and was very concise when testifying to not being involved in tampering, removing, or disconnecting the smoke detector. I also did not have any evidence to support the state of the rental unit being an impairment of safety. Lastly, I have no evidence to suggest that the way the Tenant smoked caused or created any impairment of safety, as I did not see any evidence of any burn marks or otherwise. Therefore, I am not satisfied that the Tenants have seriously impaired the safety of themselves or any other individual.

It is ordered that:

1. The application is dismissed.

May 21, 2026
Date Issued

Ilan Shingait
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.