

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

File Number: LTB-L-011442-26

In the matter of: 304, 1200 York Mills Rd
North York ON M3A1X8

Between: Sterling Silver Development Corporation c/o Landlord
Sterling Karamar

And

Ivon De Leon Rojas Tenant

Sterling Silver Development Corporation c/o Sterling Karamar (the 'Landlord') applied for an order to terminate the tenancy and evict Ivon De Leon Rojas (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; and
- 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 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; and
- compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 19, 2026.

The Landlord's Legal Representative Preston Haynes, the Landlord's Agent Laliitha D'Souza the Tenant Ivon De Leon Rojas, and the Tenant's daughter Ashanti Caballero 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. However, the tenancy will continue on the conditions set out in this order.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 27, 2026, the Landlord gave the Tenant an N5 notice of termination ('N5 Notice'), alleging that on July 5, 2025, an occupant of the rental unit damaged the intercom system.
4. The Tenant did not pay the reasonable costs to repair the intercom within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. It was undisputed that the Tenant's daughter Ashanti Caballero ('AC') punched the intercom on July 5, 2025, breaking it. The Landlord incurred costs of \$8,808.35 to repair the intercom and \$3,477.16 to hire a security guard for six days until the intercom was repaired. The Tenant has already repaid some of these costs; the balance owing as of the hearing date is \$7,916.73.
6. The Landlord incurred also costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord sought a conditional order for repayment of the damages. AC requested a longer timeline for repayment as both the Tenant and AC's brother rely on ODSP for income. AC was employed when she made the initial payments to the Landlord but is now studying and has reduced income. There have been no new incidents since the application was filed.
8. Based on the disclosed circumstances, I found a two-year repayment plan of \$330.00 per month to be appropriate.
9. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

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 pay to the Landlord \$7,916.73, which represents the balance of the reasonable costs of repairing the damage and the costs to hire the security guard.
3. The Tenant shall repay the amount owing in paragraph 2 in accordance with the following schedule:
 - \$330.00 on or before the 20th day of each month from June 20, 2026, to April 20, 2028; and
 - \$326.73 on or before May 20, 2028.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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.

5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the application filing fee on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

May 25, 2026
Date Issued

Kate Sinipostolova
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.