



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

File Number: LTB-L-005399-26

In the matter of: 508, 299 THE KINGSWAY
ETOBICOKE ON M9A0E7

Between: Kingsway A Limited c/o The Elia Corporation Landlord

And

Dinesh Kumar Ramachandran Tenant

Kingsway A Limited c/o The Elia Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Dinesh Kumar Ramachandran (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.

Kingsway A Limited c/o The Elia Corporation (the 'Landlord') also applied for an order requiring Dinesh Kumar Ramachandran (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 April 29, 2026.

The Landlord's Agent, Mike Arab, the Landlord's Legal Representative, Martin Zarnett 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. However, I find that it would not be unfair to grant relief from eviction subject to the conditions set out below.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 16, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on December 21, 2025.
4. The Landlord's L2 application is based on a 1st N5 notice served to the Tenant pursuant to subsection 64(1) and 62(1) of the *Residential Tenancies Act, 2006* (the 'Act').
5. The notice of termination alleges that on October 3, 2025, the Tenant drove their vehicle into the main garage door of the residential complex, causing damage to the garage door. The Landlord submits that as per the quote from Atlas Overhead Doors dated December 11, 2025, the Landlord incurred costs of \$3,048.18 to repair the damage to the garage door.
6. At the hearing, the parties agreed that the Tenant attempted to follow another vehicle through the open garage door without using their fob and as a result, the garage door closed on the Tenant's car, causing damage to the garage door.
7. The Landlord's Agent, Mike Arab ('MA'), is the operations manager for the Landlord. MA testified that the garage door is operated using a fob which the Tenants are required to push to activate the garage door. MA testified that the Tenants are required to use the fob for each entry.
8. MA testified that there is a sensor at the bottom of the garage that is triggered if a vehicle passes through it which causes the garage door to open. MA testified that as the car's front hood stopped directly under the garage door, the sensor field was not triggered and the garage door closed on the Tenant's vehicle. MA testified that this caused damage to the rubber edge of the garage door which the Landlord incurred costs of \$3,048.18 to repair. A video of the car driving under the garage door as it closed as well as a copy of the invoice were entered as evidence by the Landlord.
9. The Tenant, Dinesh Ramachandran ('DR') submits that the Landlord did not post any signage that Tenants are required to use the fob to enter the garage until after the incident in this application.
10. DR testified that the garage door does not comply with Ontario's Building Code and was not properly repaired or maintained by the Landlord in contravention of section 20 of the Act. However, as per DOC-7794422, which was uploaded to the Tribunals Ontario Portal by the Tenant, the Tenant approaches the garage door from the bottom of the parking garage and the garage door sensor appears to be functioning. The videos entered as evidence by both parties appears to show the Tenant follow another vehicle into the garage when the door closes on the front hood of the car. It is clear from the videos that at no point during the accident does the Tenant drive into the sensor field of the garage door. I was not satisfied that the damage was a result of any malfunction as the Tenant asserts.
11. In order for an application to succeed under subsection 89(1) of the Act, a landlord must establish that there was property damage to the residential complex, that the damage was "undue" rising beyond normal wear and tear and that the damage was willful or negligent.
12. Based on the evidence before me, I am satisfied that the Tenant has either willfully or negligently damaged the garage door and that the damage was undue. I say this based on

the uncontested evidence that the Tenant followed another Tenant through the garage door without operating their fob. I am satisfied that the damage was a result of the Tenant's negligent conduct, rather than a malfunction of the garage door as the Tenant asserts.

13. With regards to the portion of the N5 notice alleging substantial interference, there were no further incidents during the voiding period and this portion of the N5 notice was voided.
14. However, the Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
15. The Landlord has incurred reasonable costs of \$3,048.18 to repair the damage.
16. 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.
17. The Tenant requested that in the event that I find that the Tenant caused undue damage as a result of the Tenant's willful or negligent conduct, that relief be granted in the form of a payment plan requiring the Tenant to pay the costs to repair the garage door in installments of \$500.00 per month. The Landlord was not opposed to the relief sought by the Tenant and I find that it would not be unfair in the circumstances to grant the relief sought by the Tenant.

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 \$3,234.18, which represents the reasonable costs of repairing the damage caused to the garage door and the cost of filing this application.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 of this order in accordance with the following schedule:
 - a. The Tenant shall pay to the Landlord \$500.00 on or before the 15th day of each month for the period of June 15, 2026 to November 15, 2026.
 - b. The Tenant shall pay to the Landlord \$48.18 on or before December 15, 2026.
4. If the Tenant fails to comply with the conditions set out in paragraph 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.

May 29, 2026
Date Issued

Christopher Lin
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.