



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Toronto Community Housing Corporation v Borges, 2026 ONLTB 42256

**Date:** 2026-05-29

**File Number:** LTB-L-013631-26

**In the matter of:** 705, 4175 LAWRENCE AVE E  
SCARBOROUGH ON M1E4T7

**Between:** Toronto Community Housing Corporation Landlord

**And**

Terence Anthony Borges Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Terence Anthony Borges (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 20, 2026.

Only the Landlord, represented by Douglas Levitt and Sara Mathew, attended the hearing.

As of 12:21 PM, 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/or the claim for compensation in the application. Therefore, the tenancy is terminated.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 9, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant's unauthorized alterations to the balcony of the rental unit and installation of a barbeque, contrary to the provisions of the lease, the substandard and unsanitary condition of the rental unit creating health and fire hazards, removal of a CO/smoke detector at the rental unit, and the Tenant's refusal to grant access to the rental unit.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Tenant still does not permit entry, continues to remove the carbon dioxide/smoke detector, keeps their BBQ on the balcony. 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. The Tenant was required to pay the Landlord \$4,692.00 in daily compensation for use and occupation of the rental unit for the period from February 10, 2026, to May 20, 2026.
6. Based on the monthly rent, the daily compensation is \$46.92. This amount is calculated as follows: \$1,427.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**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 9, 2026.
2. If the unit is not vacated on or before June 9, 2026, then starting June 10, 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 June 10, 2026.
4. The Tenant shall pay to the Landlord \$4,692.00, which represents compensation for the use of the unit from February 10, 2026, to May 20, 2026.
5. The Tenant shall also pay the Landlord compensation of \$46.92 per day for the use of the unit starting May 21, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

7. The total amount the Tenant must pay the Landlord is \$4,878.00.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026, at 4.00% annually on the balance outstanding.

**May 29, 2026**  
**Date Issued**

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**Jeanie Theoharis**  
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 December 10, 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.