



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

File Number: LTB-L-005792-26

In the matter of: Unit 2, 11 CULLEN DR
ST CATHARINES ON L2T3H2

Between: 1000067292 Ontario Inc Landlord

And

Reza Khan Tenant

1000067292 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Reza Khan (the 'Tenant') because:

- 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.

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

The Landlord's agent Irene Wabe and the Tenant Reza Khan attended the hearing. A witness for the Landlord, Fred Smith also attended the Hearing.

Determinations:

Adjournment Request:

1. At the commencement of the hearing, the Tenant requested an adjournment of the matter so he could retain legal representation.
2. The Board's records confirm that notice of hearing was served on the parties via email on March 10, 2026 and by way of Canada Post on April 8, 2026. Despite the notices of hearing containing contact information for legal aid, the Tenant confirmed that he only contacted his local legal aid clinic and attempted to seek legal representation one week prior to the hearing date.

3. Based on the evidence and submissions before the Board, the Tenant's adjournment request is denied. We find that the Tenant had ample time to seek / retain legal representation or advice in advance of the hearing but did not act diligently in attempting to retain this assistance prior to the hearing date.
4. As such, the matter proceeded to be heard on its merits.

Merits of Application:

5. 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.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The rental unit is in a rooming house.
8. On December 30, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served January 5, 2026. The N5 notice was served pursuant to section 62 of the *Residential Tenancies Act, 2006* (Act) alleging that the Tenant has wilfully or negligently caused damage to the rental unit by altering his rental unit entrance door and installing a "cat door" without the Landlord's consent.
9. The Landlord's application also seeks costs to repair the damaged property in the amount of \$600.00 pursuant to section 89 of the Act.
10. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damages 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).
11. The Landlord submitted into evidence photographs of the rental unit door confirming that a cat door had been installed (LL exhibit #1) and an invoice confirming the costs to replace the door (LL exhibit #2).
12. The Tenant did not dispute the damages claimed by the Landlord but stated that he obtained the Landlord's consent to modify his entrance door at the time he moved into the rental unit. The Tenant however did not provide the Board with any documentary evidence such as emails or text messages confirming such consent and further could not confirm who he spoke with from the Landlord's staff.
13. Based on the evidence and submissions before the Board, we find that the Tenant has caused undue damage to the rental unit by altering the rental unit door without the Landlord's consent. The Tenant's actions will ultimately result in the Landlord having to incur out-of-pocket expenses to replace the entrance door.
14. Although the Tenant claims that he had the Landlord's consent to conduct these modifications to the rental unit door, there was insufficient evidence before the Board to accept such submissions.

Relief From Eviction:

15. We 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.
16. The Tenant at the hearing stated that if ordered to do so, he could pay the damages claimed by the Landlord over a six-month period.
17. At the hearing, the Landlord's agent sought termination of tenancy and stated that the Tenant has interfered with the Landlord's attempts to replace the entrance door. The Landlord's notice of termination however is not based on a claim for substantial interference with the Landlord's lawful rights and/or interests.
18. The Landlord led no evidence to suggest that the damages caused by the Tenant affect the overall character of the rental unit or result in a substantial impact on the Landlord. Therefore, we find that the tenancy can be preserved by the Tenant repaying the costs for the damages claimed and being ordered to not conduct any further unauthorized alterations to his rental unit.
19. If the Landlord has concerns with the Tenant interfering with the Landlord's rights to replace the door, the Landlord may wish to serve a notice of termination alleging substantial interference.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - a) The Tenant shall not conduct any further unauthorized renovations to the rental unit.
 - b) The Tenant shall pay to the Landlord \$600.00, which represents the reasonable costs of replacing the damaged property. The Tenant shall pay this amount as follows:
 - i) \$100.00 on or before the 15th day of each month from June 15, 2026 to November 15, 2026.
2. If the Tenant fails to comply with the conditions set out in paragraphs 1 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.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application on or before June 15th, 2026.
4. If the Tenant does not pay the Landlord the full amount owing set out in paragraph 3 on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Darlene Cook

Member, Landlord and Tenant Board.

Fabio Quattrociocchi

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.