



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

Citation: Amiraco Properties Inc. v Mallick, 2026 ONLTB 42630

Date: 2026-06-03

File Number: LTB-L-003135-26

In the matter of: 307, 3125 SANDWICH ST
WINDSOR ON N9C1A7

Between: Amiraco Properties Inc. Landlord

And

Metila Mallick
Prasun Dev Tenants

Amiraco Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Matila Mallick and Prasun Dev (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Amiraco Properties Inc. (the 'Landlord') also applied for an order requiring Matila Mallick and Prasun Dev (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 April 22, 2026.

The Landlord's legal representative/agent Jennifer Grant and the Tenants attended the hearing.

Determinations:

Preliminary Issues

1. The Tenants made submissions that their Landlord is York Property Management and not Amiraco Properties Inc. as listed on the L2 application.
2. It was clarified at the hearing that the Landlord is Amiraco Properties Inc. and York Property Management is a property management company engaged on behalf of the Landlord to provide property management services.

3. The tenancy agreement between the parties lists Amiraco Properties Inc. c/o York Property Management.
4. The Board's Interpretation Guideline 21: Landlords, Tenants, Occupants and Residential Tenancies provides:

Therefore, depending on the specific facts, the registered owner of a residential complex and the property manager with authority to rent units and responsibility for the day-to-day operations may both be landlords as defined by the RTA. Any person or corporation meeting the definition of "landlord" is entitled to exercise the rights given to landlords under the RTA, including the right to give a tenant a notice of termination and file an application with the Landlord and Tenant Board (LTB). An application filed with the LTB can name one or all of the landlords of the rental unit.

5. Accordingly, I am satisfied the Landlord is named on the L2 application and in accordance with interpretation guideline 21, the application need only name one landlord.
6. The Tenants also raised the issue that their name was misspelled on the L2 application and there was no prejudice in amending the Tenant's name to the correct spelling: Metila Mallick.

L2 Application

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy however, in the circumstances a conditional order is appropriate.
8. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Wilful or Negligent Damage

9. On December 5, 2025, the Landlord gave the Tenants an N5 notice of termination with a termination date of December 27, 2025. The notice of termination contains the allegation that on October 4, 2025, a guest of the Tenants caused negligent damage to a glass partition resulting in repair costs of \$928.91.

Landlord's Evidence

10. The Landlord's agent Jennifer Grant (JG) submitted a copy of a video showing an individual coming down the stairwell of the residential complex approaching a door vestibule area. The individual approaches the vestibule and a lag in the video then cuts to the individual standing in front of a broken glass partition beside the door.
11. JG's evidence is that the Tenants identified the individual as their guest and the Landlord's position is that the Tenants' guest was unaware of their surroundings and walked into the glass partition causing the glass to break.
12. JG also submitted a copy of a report made by Tamika Patterson (property manager) on October 4, 2025, which notes that two complaints were received from other tenants in the residential complex reporting broken glass and blood in the vestibule/lobby.

13. The report also notes the following:

“I watched the camera and found a Visitor of the tenant at 3125 Sandwich St unit 307 was coming down the stairs either walking fast or running and went straight into the glass cracking and breaking it. He then ran back up the stairs dripping blood. He later went to the hospital.”

And,

“None we watched the camera, we can follow up with twnant [sic] in 307 at 3125 Sandwich [sic] as he was their visitor.”

14. JG submitted a copy of an invoice dated October 20, 2025, showing a cost of \$903.91 to replace the glass in the vestibule and subsequent charges for cleanup were billed to the Tenants for a total cost of \$928.91.
15. JG acknowledged on cross examination that the video was sped up, and there were three crucial seconds of video missing exactly at the point in the video when the Landlord alleges the Tenants' guest walked into the glass partition.
16. The Tenants also challenged JG's evidence in relation to whether their guest was using their phone, and whether the glass was “safety tempered glass” as required by current building code standards.
17. JG reiterated the Landlord's position that the Tenants' guest was distracted by their phone, and the broken glass may have predated current existing building code requirements.

Tenant's Evidence

18. The Tenants testified that they were moving from one rental unit to another and after the mover's had finished, one of the Tenant's friends also decided to leave. The Tenants testified vaguely that the glass partition in the vestibule broke, and their friend suffered injuries because of the broken glass.
19. The Tenants' position is that their friend did not recklessly run into the glass, but that the glass simply shattered on him when trying to open the door.
20. The Tenants made submissions that the Landlord's video file is not the full original file, the timestamp is not continuous, and the video is “selectively recorded”. The Tenants asked that the video not be considered or given little weight.
21. The Tenants submit that the Landlord did not prove that the glass was broken willfully or negligently by their guest, nor that the cost to repair or replace the glass was reasonable.
22. The Tenants testified that despite denying liability for the cost to replace the glass, they contacted two other glass suppliers who each quoted approximately \$500.00 to replace the glass partition.

23. The Tenants gave evidence on cross examination that their guest was trying to leave the building and when trying to open the door the glass shattered on him. The Tenant's further testified that this was the first time their guest had been to the residential complex, and he wasn't familiar with the entry/exits doors.

Analysis

Voiding

24. The Landlord served a first, voidable N5 notice of termination in relation to the incident on October 4, 2025, involving the glass partition in the vestibule. The Landlord's N5 notice was served pursuant to section 62 of the Act which provides:

62 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.

25. The Act provides that a first N5 notice served by a landlord is void if the tenant complies:

(3) The notice of termination under this section is void if the tenant, within seven days after receiving the notice, complies with the requirement referred to in clause (2) (c) or makes arrangements satisfactory to the landlord to comply with that requirement.

26. It was undisputed that the Tenant's did not repair or replace the glass partition, nor did they pay for the damage. The Tenants made submissions that the Landlord did not provide them with an opportunity to "fix the problem", however, the repairs had been completed at the time of service of the N5 notice and therefore, the Tenants had the opportunity to void the notice by paying the amount to repair or replace the damaged property.

27. Further, the Tenant's submission that the Landlord did not provide them an opportunity to fix the problem (void the N5 notice) belies their position that they are not responsible for the damage.

28. The Tenants deny responsibility for the damage and refused to authorize payment of the repairs in which case the Tenants cannot claim they were denied the opportunity to void the notice. The Tenants chose to dispute the notice (as they are entitled to do), however, this does not mean they were denied the opportunity to remedy the issue or void the notice by paying the repair or replacement costs.

29. Accordingly, I find that the Tenants did not void the N5 notice within 7 days as set out in section 62(3) of the Act.

Negligent Damage

30. The Landlord submitted a video showing a guest of the Tenants coming down the stairs and when the video resumes after a lag in the recording, the glass partition in front of the Tenants' guest is broken.

31. The Landlord also submitted a copy of a report made contemporaneous to the incident by their property manager that specifically states the property manager viewed the video and the Tenant's guest walked into the glass partition.
32. The Tenants argue that the Landlord's evidence is circumstantial or indirect and therefore, insufficient to prove their guest caused negligent damage to the glass partition.
33. This is the Landlord's application and, as such, the Landlord has the burden of proving the grounds for termination on a balance of probabilities (i.e. that their version of events is more likely than not to be true).
34. The Landlord's video, despite being sped up and omitting crucial seconds, sufficiently shows the Tenants' guest approaching the glass partition and the glass being broken moments later. The report submitted by the Landlord clearly articulates that the property manager saw the Tenant's guest walk into the glass partition.
35. The Tenants' guest did not testify, and I am without direct evidence from the only individual that was present on the day of the incident. When considering the Tenant's evidence that the glass spontaneously shattered, contrasted with the Landlord's video and corroborating written report, I prefer the evidence of the Landlord and am satisfied, that it is more likely than not that the Tenants' guest negligently caused damage to the glass partition.

Compensation for Damage

36. As decided above, the Tenants' guest negligently caused undue damage to the residential complex.
37. The Tenants dispute the cost to repair the glass partition and gave evidence that two other glass vendors quoted approximately \$500.00 (without HST) to complete the replacement. When HST is added to the Tenant's quotes the totals are \$559.35 and \$621.50.
38. The Landlord's invoice shows a cost of \$903.91 (with HST) to replace the glass partition and while the Tenant was able to find less expensive alternatives, that does not render the Landlord's repair costs unreasonable. There was no testimony from a glass expert as to the typical or expected costs for this type of glass replacement and the difference between the Tenants' estimates and the Landlord's cost to repair is not unreasonable.
39. Accordingly, I find that the Landlord has incurred reasonable costs of \$903.91 to replace property that was damaged and cannot be repaired.
40. I am not satisfied that the additional \$25.00 charge levied to the Tenant for "glass cleanup" is "damage" as contemplated by the Act. Further, the invoice from York Property Management for glass cleanup is dated October 20, 2025, which is contemporaneous to the glass replacement work and therefore, I do not find the Tenants are liable for cleanup that ought to have been completed by the Landlord's contractors when replacing the glass.

Costs

41. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

42. The Landlord's agent made submissions that the Landlord is seeking an order for payment of the invoice and does not want to seek termination of the tenancy unless the Tenants fail to pay the invoice.
43. The Tenants gave evidence that, if ordered, they could pay the invoice within approximately 30 days.
44. 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 Tenants continues if the Tenants meet the conditions set out below.
2. On or before July 15, 2026, the Tenants shall pay to the Landlord \$903.91, which represents the reasonable costs of replacing the damaged property.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 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 Tenants. 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 Tenants.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing pursuant to paragraph 4 on or before July 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 16, 2026, at 4.00% annually on the balance outstanding.

June 3, 2026
Date Issued

Kyle McGraw
Member, Landlord and Tenant Board

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