



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

Citation: Lam v Das, 2026 ONLTB 37571

Date: 2026-06-03

File Number: LTB-L-005306-26-AM2

In the matter of: 3807, 100 Harbour Street
Toronto ON M5J0C3

Between: Ray Chun Kiu Lam Landlord

And

Adrija Das Tenant

Ray Chun Kiu Lam (the 'Landlord') applied for an order to terminate the tenancy and evict Adrija Das (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 a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also applied for an order for 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 7, 2026. Only the Landlord attended the hearing.

As of 9:54 a.m., 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.

This amended order is issued to correct clerical errors in the order issued on May 13, 2026.

Determinations:

Preliminary Issue:

1. The Landlord seeks to amend his application to increase the request for out-of-pocket expenses from \$752.00, claimed on his application to \$1,884.26, which reflects the actual costs to April 30, 2026, the Landlord has incurred owing to damage caused by the Tenant. The Landlord's evidence is that the evidence package was provided to the Tenant's mailbox on April 30, 2026, seven days before the hearing. The evidence package included a summary of the charges and copies of all invoices.
2. In considering the Landlord's request to amend, I am satisfied that the Tenant was given notice in advance of the hearing, and that the amendment is appropriate, and consistent with a fair and expeditious proceeding. Therefore, I granted the Landlord's request and have amended the application to request \$1,884.26 for the Landlord's out-of-pocket expenses owing to damage.
3. The Landlord also requests to withdraw the claim for the "38th Floor Door repair" and the "interior doors and kitchen cabinetry" as stated in the application. As this does request does not prejudice the Tenant, I granted this request. The Landlord's application has been amended to withdraw claims for these specific items.

Landlord's L2 Application (N7 Notice of Termination)

4. On January 23, 2026, the Landlord gave the Tenant an N7 notice of termination ('N7 notice') deemed served on January 24, 2026, alleging that the Tenant wilfully damaged the rental unit and seriously impaired the safety of others in the residential complex.
5. For the following reasons, I find that the Tenant wilfully damaged the rental unit. The tenancy shall terminate on May 18, 2026.
6. The Landlord states that the Tenant, wilfully damaged the rental unit and residential complex on January 14, 2026, and January 15, 2026. The Landlord submitted a security report which documented the incidents at the residential complex. On January 14, 2026, the property Superintendent attended the rental unit because the toilet was clogged. It was subsequently discovered the toilet had been clogged with food, and food packaging. The report notes: "The items in the hallway appeared to belong to Unit 3807 as they were inside the unit the day before when inspecting a toilet clog." The bathtub was also clogged with hair and cotton swabs.
7. Submitted into evidence were photos of the common hallway and elevator, which showed garbage strewn about including food scraps and a pink box which appears to be for small Indian-style donuts. Also seen are some personal belongings of the Tenant's such as footwear and a crisper drawer from the rental unit refrigerator. A brown liquid stained a portion of the ceiling and is streaked down the walls. The wallpaper has large letters scratched into it, and a lit fire exit light has been ripped away from its housing, and the glass case which holds the fire extinguisher has been broken.

9. The Landlord did not have any security footage of the incident. However, the Landlord asserts he is certain it was his Tenant who damaged the rental unit, he believes, in retaliation for having received an N4 notice to terminate the tenancy for non-payment of rent. To support this assertion, the Landlord referred me to two photos. One is a picture of the Tenant's open refrigerator which was missing the matching crisper drawer seen in the hallway photos; the second is a clogged toilet in the rental unit which has a package of small Indian-style donuts sitting in the toilet bowl. The donuts match the picture on the front of the pink box seen in the hallway, and the packaging around the donuts is the same dimensions as what would have been inside the pink box. The remnants found in the bathtub by the plumber include a photo showing cotton swabs found in the drain.
10. Based on the Landlord's evidence, I am satisfied that the Landlord has proven, on a balance of probabilities, that the Tenant has wilfully damaged the rental unit. I accept the Landlord's evidence and find that the Tenant is responsible for the damage to the rental complex as evidenced by the donut box and crisper drawer which, in my view, came from the Tenant's rental unit. In my view, a reasonable tenant knows, or ought to know, that it is inappropriate to damage walls, throw liquids on walls, and clog toilets with food and food packaging. In my view, the Tenant's behaviour was deliberate and intentional.
11. The Landlord seeks the following for his out-of-pocket expenses owing to the Tenant's conduct:
- \$397.76 for the repair to the fire extinguisher cabinet repair;
 - \$734.50 for the cost of the wallpaper replacement;
 - \$452.00 for cleaning the common areas; and,
 - \$300.00 for plumbing costs.
12. Section 89(1) of the of the Act states:
- "A landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,
- (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex...."
13. The Landlord provided invoices from the Condominium Corporation has or will charge back for the costs related to cleaning or repairing the residential complex damaged by the Tenant, totalling \$1,584.26. I find that these are reasonable costs for the repair to and/or cleaning of the residential complex. I am also satisfied that the wallpaper could not be repaired, rather an entire section would have to be replaced. I make the same findings pertaining to the broken glass casing for the fire extinguisher.
14. The Landlord's evidence was that the wallpaper replacement was particularly costly. The brown liquid found on the walls and ceilings in the hallways in my view is ostensibly damage and not consistent with ordinary cleanliness. All of these charges have been or will be charged to the Landlord's condominium fees.

15. I also find the plumbing charges of \$300.00 that the Landlord paid to have the bathtub and toilet unclogged is reasonable. Again, I can find no reason to put items such as food and food packaging into drains that is consistent with keeping the rental unit in a state of ordinary cleanliness; rather, I find this is more consistent with wilful damage to the rental unit.
16. The Tenant shall pay to the Landlord \$1,884.26 for the Landlord's out-of-pocket expenses reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property.
17. Of note, I do not find that the Landlord met the onus of proof demonstrating that the Tenant seriously impaired the safety of any person in the residential complex. I say this because although the Landlord states that intentionally clogging the drains could lead to exposing other occupants to foul water or sewage, there was no evidence to support that this happened. Further, the damage to the fire safety equipment did not render the fire safety equipment inoperable. The exit sign was still lit and a second sign very near to the damaged one still pointed to the emergency exits. There was no evidence that the fire extinguisher was tampered with despite the broken case.
18. The Landlord also filed an L2 application pursuant to a first and second N5 notice of termination. However, as I have already found that the Landlord has met their onus pursuant to the N7 notice of termination, it is moot.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord has an order pursuant to an L1 application (LTB-L-003639-26), issued April 1, 2026. The rent deposit and interest were applied in that order. As such, I have declined to make findings pertaining to the rent deposit, interest, or daily compensation within this order.
21. 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. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance. He is unaware of any reason to delay or deny the eviction.
22. Given the Landlord's evidence that the Tenant damaged the rental complex and rental unit in retaliation for having received an N4 notice of termination, I am not of the view a conditional order is appropriate in the circumstances. Although I do not find that the Landlord met his onus, on a balance of probabilities, that the Tenant seriously impaired the safety of any person, I am of the view that the allegations are serious, nonetheless. Intentionally clogging the toilet, leaving garbage in the hallways, and damaging fire safety equipment impedes the ability of other tenants to reside in a habitable and safe environment.

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 May 18, 2026.

2. If the unit is not vacated on or before May 18, 2026, then starting May 19, 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 May 19, 2026. The Sherrif is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,884.26, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total the Tenant owes to the Landlord is \$2,076.26.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 24, 2026, the **Tenant** will start to owe interest. This will be simple interest calculated from May 25, 2026 at 4.00% annually on the balance outstanding.

June 3, 2026
Date Amended

Jane Dean
Member, Landlord and Tenant Board

May 13, 2026
Date Issued

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 November 19, 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.