



Order under Section 69 Residential Tenancies Act, 2006

Citation: MONTEREY PARK INC. v ROY, 2026 ONLTB 43782

Date: 2026-06-09

File Number: LTB-L-009274-26

In the matter of: B3, 815 KENNEDY RD
SCARBOROUGH ON M1K2E3

Between: MONTEREY PARK INC. Landlord

And

MARIE ROY Tenant

MONTEREY PARK INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MARIE ROY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes ('the L1 Application').

The Landlord also applied for an order to terminate the tenancy and evict 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 willfully or negligently damaged the rental unit or the residential complex.
(‘the L2 Application’)

The Landlord also claimed costs for damages owing and compensation for each day the Tenant remained in the unit after the termination date

This application was heard by videoconference on May 11, 2026. Only the Landlord’s agent Morris Rozen and the Landlord's legal representative, Ashley Cassidy, attended the hearing.

As of 11:43 AM, the Tenant was not present or represented at the hearing although served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue – Service of the Notice of Hearing

1. On March 25, 2026, the Board sent the Tenant a Notice of Hearing by regular mail to the rental unit. On April 24, 2026, the package was returned to the Board by Canada Post marked “returned to sender”.
2. The Landlord’s certificate of service states that on May 1, 2026, the Landlord mailed the Tenant a copy of the Notice of Hearing together with its evidence brief. The Landlord’s legal representative submits that, upon learning the Board’s package had been returned, the Landlord took steps to serve the Tenant to ensure awareness of the hearing.
3. The Landlord’s legal representative further submits that the Landlord’s property manager has had extensive discussions with the Tenant regarding the issues raised in the notices of termination and the applications before the Board.
4. On the evidence before me, I am satisfied that the Tenant was notified of the hearing date by the Landlord. Applying standard service timelines, the Tenant is deemed to have received the Notice of Hearing on May 6, 2026.
5. While it is preferable that a tenant receive more than five days’ notice of a hearing, the Tenant could have attended to request an adjournment if additional time was required. In the circumstances, I find it appropriate to proceed with the hearing in the Tenant’s absence.

The L1 Application

6. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,053.92. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$34.65. This amount is calculated as follows: $\$1,053.92 \times 12$, divided by 365 days.
10. The Tenant has paid \$3,766.42 to the Landlord since the application was filed.
11. The rent arrears owing to May 31, 2026, are \$2,270.58.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

14. Interest on the rent deposit, in the amount of \$6.03 is owing to the Tenant for the period from January 1, 2026 to May 11, 2026.

The L2 Application – Substantial Interference and Damages

15. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated effective June 20, 2026. The Tenant must move out of the unit on or before June 20, 2026.

Landlord's evidence

16. On January 4, 2026, the Landlord served the Tenant with an N5 notice of termination with a termination date of January 30, 2026. The notice of termination was delivered by mail and was deemed served on January 9, 2026.
17. The notice alleges that the Tenant substantially interfered with the Landlord's lawful rights, privileges, or interests and that the Tenant willfully or negligently damaged the rental unit or residential complex. Specifically, the notice alleges the following:
- On December 1, 2025, the Landlord entered the rental unit and discovered the Tenant had caused, or allowed to be caused, wilful or negligent damage to the rental unit including but not limited to, removal of and/or damage to kitchen cupboards and drawers, damage to the stove (removed parts rendering the appliance unusable), plaster damage to the walls, and a covered sprinkler head
 - On January 24, 2025, the Landlord entered the rental unit and discovered an excessive accumulation of belongings in the rental unit which created unsafe and unsanitary living conditions.
18. Under subsection 64(3) of the Act, the notice is void if the Tenant, within seven days of receiving it, stops the conduct or corrects the omission.
19. In this case, the seven-day voiding period ran from January 10 to 16, 2026.
20. The notice advised the Tenant that to void the notice they were required within 7 days to:
- Remove all hoarded items;
 - Repair the damaged items to restore the unit to a safe and livable condition or pay for the Landlord's reasonable expenses to perform the required repairs.
 - Refrain from causing further undue damage to the rental unit beyond normal wear and tear.
 - Refrain from covering the sprinkler head or tampering with any other life safety system equipment.
21. The Landlord's agent testified that he has been the property manager for approximately 15 years. He stated that on or about October 20, 2025, the Landlord received a Property

Standards Order from the City of Toronto following a complaint by the Tenant about her unit. The maintenance manager attended the unit to assess the issues.

22. During that attendance, it was observed that the Tenant had removed parts of the stove, rendering it inoperable, and had removed or damaged several cabinet doors and drawers. The Landlord's agent further testified that the Tenant's cat had clawed the walls, causing plaster damage, all of which formed the Tenant's complaint to the City. He noted that the City's compliance orders do not consider fault; accordingly, the Landlord was required to complete the repairs despite the damage being caused by the Tenant.
23. The Landlord submitted photographs taken inside the rental unit which were attached to the N5 Notice given to the Tenant. The photographs show missing and damaged cabinet doors, plaster damage to the walls, and a significant accumulation of personal belongings and bicycles within the unit.
24. The Landlord's agent testified that during a subsequent inspection on January 24, 2026, the condition of the unit had worsened, with further accumulation of items.
25. The Landlord's agent testified that the Tenant did not respond to the N5 notice, did not make any payment as required, and did not complete any repairs.
26. Based on the uncontested evidence, I am satisfied on a balance of probabilities that the damage shown in the photographs exceeds normal wear and tear and was caused wilfully or negligently. The photographs demonstrate forceful removal of cabinet doors and significant plaster damage consistent with claw marks. While the stove is not depicted, I accept the Landlord's agent's evidence that components were deliberately removed, rendering it unusable.
27. I am also satisfied that the Tenant did not void the N5 notice. The Tenant did not reimburse the Landlord for repair costs, nor did they make arrangements for payment or undertake the required repairs. Therefore, I find that the Landlord has established the ground for eviction under Reason 2 of the N5 notice.

Costs for Repairs

28. The Landlord submitted the City's Property Standards Order and two invoices for repairs and replacements, claiming a total cost of \$3,517.00. The receipts show costs of \$1,017.00 for repairing and/or replacing kitchen cabinets and \$649.75 for replacing the stove. The Landlord's agent testified that replacement of the stove was necessary because too many components were missing to make repair economical.
29. The remaining \$1,850.25 claimed is for repairs to the plaster walls in the rental unit. The Landlord's agent testified that no invoice exists for these repairs because they were completed by the Landlord's own staff. The claimed costs consist of employee wages and supplies.
30. In any application, the Applicant bears the onus of proving their claim on a balance of probabilities. While the Landlord provided detailed receipts for the cabinet repairs/replacement and stove replacement, no documentation was provided for the supply costs associated with the plaster repairs, which is evidence that could reasonably be

expected. Additionally, there is no evidence that the wages paid to staff for these repairs were in excess of their regular duties. I therefore find that the Landlord has not established, on a balance of probabilities, that the cost of repairing the plaster walls was \$1,850.25.

31. I am satisfied that the Landlord has proven costs totaling \$1,666.75 for the repair and/or replacement of the kitchen cabinets and stove. An order will issue requiring the Tenant to reimburse the Landlord for these costs. As noted above, the Landlord did not establish the claimed costs for the plaster wall repairs.

Relief from Eviction

32. The Landlord seeks termination of the tenancy based on damage to the rental unit and appliances. The evidence before me establishes that the Landlord made reasonable efforts to obtain the Tenant's compliance. In particular, the N5 notice included a clear and detailed Schedule A, setting out in plain language the specific steps the Tenant was required to take to void the notice and preserve the tenancy.
33. Despite these efforts, the Tenant failed to take any meaningful steps to comply. Specifically, the Tenant did not complete or arrange for repairs, and did not reimburse the Landlord for repair costs. The evidence demonstrates that the condition of the unit has persisted, and in some respects worsened, such that it remains unsanitary.
34. I have also considered that the damage giving rise to the Property Standards Order was attributable to the Tenant, yet the Tenant did not take responsibility for the condition of the unit.
35. The ongoing unsanitary condition of the rental unit and damages caused raise legitimate concerns about health, safety, and the potential for further deterioration of the rental unit. I also accept the Landlord's concern regarding the risk of additional damage if the tenancy continues.
36. The Landlord's agent was unaware of any circumstances of the Tenant that would support relief from eviction under subsection 83(2) of the Act.
37. 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. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 20, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing, the Landlord's cost to repair wilful or negligent damage to the rental unit, and the cost of filing the application.

3. As of the date of the hearing, the Tenant owes the Landlord \$977.78. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application less the last month rent deposit and interest owed to the Tenant.
4. The Tenant shall also pay the Landlord's reasonable costs of \$1,666.75 to repair damages to the rental unit resulting from the Tenant's willful or negligent conduct.
5. The total amount the Tenant owes the Landlord for rent arrears up to May 11, 2026, and costs incurred for damages, less the rent deposit and interest the Landlord owes on the rent deposit is \$2,644.53. *See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$34.65 per day for the use of the unit starting May 12, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 20, 2026, then starting June 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 21, 2026.

June 9, 2026
Date Issued

Melissa Anjema
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 expires on December 21, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$5,364.23
Application Filing Fee	\$186.00
Landlord's costs for damages	\$1,666.75
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,766.42
Less the amount of the last month's rent deposit	- \$800.00
Less the amount of the interest on the last month's rent deposit	- \$6.03
Total amount owing to the Landlord	\$2,644.53
Plus daily compensation owing for each day of occupation starting May 12, 2026	\$34.65 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	