



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

File Number: LTB-L-095494-25

In the matter of: 905, 5 DUFRESNE CRT
Toronto ON M3C1B7

Between: Centurion Property Associates Inc. Landlord

And

Ibrahim Jasat Tenant

Centurion Property Associates Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ibrahim Jasat (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;(N5 Notice)
- 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;(N5 Notice)
- 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;(N7 Notice) and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premise (N7 Notice).

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

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 March 10, 2026.

Only the Landlord's representative, Martin Zarnett and the Landlord's agent, Maksim Mukaj ("MM") attended the hearing.

As of 9:37 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.

Determinations:

1. The Landlord had filed an L2 Application under section 62, 63, 64 and 66 of the *Residential Tenancies Act, 2006* (the 'Act') Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Landlord has proven the allegation under section 66 of the Act. Specifically, I find that the Tenant seriously impaired the safety of the Landlord, other residents, or persons in the residential complex by performing or permitting electrical work to be performed on the electrical panel in the rental unit, creating a serious safety concern. As a result, I will address the application on the basis of section 66 of the Act and the Landlord's claim for damages under section 88 of the Act. Since I made a determination that the tenancy should be terminated based on the issues set out below, the remaining issues raised at the hearing by the Landlord are moot and I have not made any determinations on those issues.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice

3. The Landlord applied for an order to terminate the tenancy and evict the Tenant because 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.
4. On October 27, 2025, the Landlord gave the Tenant an N7 Notice of Termination ("N7 Notice") deemed served on November 27, 2025.
5. The N7 Notice alleges that the Tenant seriously impaired the safety of the Landlord, other residents, or persons in the residential complex by performing electrical work inside the rental unit. The notice states that, during inspections on May 6, 2025, June 4, 2025, and June 6, 2025, the Landlord's agent discovered that the Tenant had caused damage to the rental unit by performing or permitting electrical work, including work to the Ontario Regulation 164/99, Electrical Safety Code, bonding, switches, cover plates, and light fixtures. The notice further alleges that the Landlord was required to retain ABC Electrical Services to inspect, troubleshoot, and repair the electrical issues. The notice claims that the Tenant's actions seriously impaired safety and caused wilful damage to the rental unit.
6. Pursuant to section 66 of the Act, a landlord may give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex.
7. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others.
8. MM testified that he is the property manager for the residential complex, which contains 29 floors and 218 rental units. MM testified that the Tenant had requested service as his stove

was not working. MM testified the Landlord retained an electrician from ABC Electrical Services to inspect the stove issue. During the inspection on May 6, 2025, the Electrician advised to the Landlord that they had discovered that the electrical panel had been damaged and that the Tenant had performed or permitted unauthorized electrical work in the rental unit. MM testified that the electrician explained to him that the Tenant had bypassed the electrical panel, which created a serious fire and safety concern. MM further testified that unauthorized electrical work could create a risk of fire or electrical shutdown and may negatively affect the safety and well being of others in the residential complex. MM testified that ABC Electrical Services repaired the issues of the wiring with the electrical panel.

9. MM testified that ABC Electrical Services further attended the rental unit on, June 4, 2025, for a routine inspection and noted that the Tenant had installed wiring that ran to the exhaust and extra light fixtures inside the rental unit which required to be removed. Further, on June 6, 2025, ABC Electrical Services attended the rental unit for a routine inspection and had to replace the light switches and cover plates inside the rental unit due to the damages caused by the Tenant. During the inspections, ABC Electrical Services had to remove unauthorized wiring installed by the Tenant, restore the electrical system, and replace light fixtures, switches, and cover plates. The Landlord submitted invoices in support of the claimed repair costs. MM testified that the Landlord paid those invoices and that the total amount owing for the electrical repairs is \$1,808.00.
10. Based on the uncontested evidence presented at the hearing, I find, on a balance of probabilities, that the Tenant seriously impaired the safety of the Landlord, other residents, or other persons in the residential complex within section 66 of the Act. I accept MM's evidence that the Tenant performed or permitted unauthorized electrical work inside the rental unit, including work involving the electrical panel, wiring, switches, cover plates, and light fixtures.
11. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 117, the Divisional Court confirmed that serious impairment of safety does not require proof that someone was actually harmed. A serious impairment of safety may include conduct that creates a real risk of impairment to safety, including a foreseeable act or omission that could result in a serious impairment of safety.
12. Applying the principle from *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 117, I find that the unauthorized electrical work created a serious safety risk. The residential complex contains 29 floors and 218 rental units. MM testified that unlicensed electrical work could create a serious fire risk, a risk of electrical shutdown, and a risk to the safety and well-being of other persons in the residential complex. In my view, unauthorized work by an unlicensed individual involving an electrical panel and wiring in a residential complex is sufficiently serious to impair the safety of others.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend and so I did not have an opportunity to hear evidence and submissions from them regarding circumstances relevant to section 83.

Damages

14. The Landlord is seeking compensation in the amount of \$1,808.00 for the costs incurred to repair the electrical damage and restore the electrical system in the rental unit caused by the Tenant.
15. Section 34 of the Act provides that a tenant is responsible for the repair of undue damage to the rental unit or residential complex caused by the wilful or negligent conduct of the tenant, another occupant of the rental unit, or a person permitted in the residential complex by the tenant. Section 88 of the Act permits the Board to order a tenant to pay the reasonable costs of repairing or replacing damaged property where the damage was caused wilfully or negligently.
16. MM testified that the Landlord incurred costs as a result of unauthorized electrical work in the rental unit. He testified that the electrician was required to remove unauthorized wiring, restore the electrical system, and replace or repair affected light fixtures, switches, and cover plates. The Landlord submitted invoices from ABC Electrical Services in support of the claim. MM testified that the Landlord paid the invoices and that the total amount owing for the electrical repairs is \$1,808.00.
17. Based on the uncontested evidence before me, I find, on a balance of probabilities, that the Tenant wilfully or negligently caused undue damage to the rental unit by performing or permitting unauthorized electrical work inside the rental unit. I accept that the work caused damage beyond ordinary wear and tear and required repair by a qualified electrical contractor.
18. I find that the Landlord incurred reasonable costs of \$1,808.00 to repair the damage and restore the electrical system. The Tenant shall pay the Landlord \$1,808.00 for the repair costs.

Daily Compensation

19. The Tenant was required to pay the Landlord \$4,354.27 in daily compensation for use and occupation of the rental unit for the period from November 28, 2025 to March 10, 2026.
20. Based on the monthly rent, the daily compensation is \$42.73. This amount is calculated as follows: \$1,299.79 x 12, divided by 365 days.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$1,257.72 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$36.44 is owing to the Tenant for the period from January 1, 2025 to March 10, 2026.
23. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 20, 2026.
2. 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.
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 21, 2026.
4. The Tenant shall pay to the Landlord \$4,354.27, which represents compensation for the use of the unit from November 28, 2025 to March 10, 2026.
5. The Tenant shall also pay the Landlord compensation of \$42.73 per day for the use of the unit starting March 11, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,808.00, which represents the reasonable costs of repairing the damage.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$1,294.16 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$5,054.11.
10. 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.

June 9, 2026
Date Issued

Joshua Labbe
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 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.