



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Massoudi v Browne, 2026 ONLTB 40508

Date: 2026-06-12

File Number: LTB-L-008940-26

In the matter of: 33 TOURNAMENT DR
Toronto ON M2P1K1

Between: Mohsen Massoudi Landlord

And

Breeze Power BN 766888956RC0001 Tenant
Curtis Krawiec

Mohsen Massoudi (the 'Landlord') applied for an order to terminate the tenancy and evict Breeze Power BN 766888956RC0001 and Curtis Krawiec (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 wilfully or negligently caused damage to the premises

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 May 13, 2026.

The Landlord's Legal Representative, Reyhaneh Lajevardi, the Landlord, and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. On consent, the parties agreed to remove Geoff Brown as a Tenant. As such, Geoff Brown was removed accordingly.

L2 Application

2. As explained below, the Landlord has proven on a balance of probabilities some of their claims in the application, however conditional relief is granted based on the conditions as set out below. The Tenant is also ordered to pay the Landlord \$586.00 which represents the reasonable out of pocket expenses incurred to replace the kitchen floors as well as the application filing fee.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination (N5 Notice)

4. The N5 Notice alleges substantial interference under s. 64(1) of the Act, and negligent and willful damage pursuant to section 62(1) of the Act.
5. Both of these notices of termination are voidable meaning if the Tenant complies with the demands on the notices and cease the behavior complained about the notice is void.
6. On December 10, 2025, the Landlord mailed and emailed the Tenant an N5 Notice with a date of termination of January 7, 2026. The N5 Notice alleges the Tenant has substantially interfered with another Tenant's or the Landlord's reasonable enjoyment of the residential complex and the lawful rights, privileges, or interests of another tenant or the landlord. The N5 Notice contains the following allegations and are summarized below:
 1. That on September 30, 2025, an inspection was conducted by the Landlord's Agent where the following observations were noted:
 1. The kitchen flooring was removed;
 2. All the gutters around the property were removed;
 3. The balcony guard rail on one side had been completely detached;
 4. The Tenant cut down multiple trees and plants from the front and back yard without permission;
 5. The Tenant removed shelves in the garage;
 6. The garage roof and the front door canopy are at risk of collapsing as a result of the Tenant removing the gutters.
7. With respect to the notice alleging substantial interference issued under 64(1) of the Act, no evidence was led by the Landlord to support the assertion that any of the behaviour complained about reoccurred during the seven-day voiding period which ran from December 16, 2025 to December 22, 2025. As a result, I find that this part of the N5 Notice that was issued under s. 64(1) is void.

8. With respect to the notice of termination under section 62(1) of the Act alleging willful or negligent damage, a tenant may void such notice by repairing the damage or paying the reasonable out of cost repair or replacement where repair is not feasible.
9. There is no dispute that the Tenant did not pay the amount claimed on the notice to void which was \$30,000.00 nor did the Tenant repair the damage or replace the damaged property. As a result, that part of the N5 Notice is not void.

Kitchen Floors and Gutters

10. The Tennat moved into the rental unit on July 9, 2025. On September 30, 2025, an inspection of the rental unit was conducted by the Landlord's Agent. The Landlord's Agent discovered that the kitchen floors were completely torn up and the gutters surrounding the residential complex were removed.
11. At the hearing, the Tenant testified that the first day he took possession of the rental unit, he removed the floors because they were wet and had mould on them due to the dishwasher leaking. The Tenant testified he also removed the gutters and threw them out because they had mould on them and were old. The Tenant advises that the Landlord authorized the Tenant to remove the gutters and the floors verbally and through text messages via WhatsApp.
12. The Tenant says he is willing to pay to replace the floors and the gutters and do the work himself.
13. The Landlord believes that the Tenant deliberately caused these damages to create an illusion of unsafe conditions as an excuse to avoid paying rent as the Tenant is in rent arrears. The Landlord did not produce any evidence to substantiate this claim.
14. The Landlord stated at no time did the Tenant advise the Landlord that there were any issues with the kitchen floors or gutters and denies allowing the Tenant to remove them.
15. When asked if the Tenant had any evidence to show that the Landlord authorized him to remove the floors and the gutters, the Tenant indicated that he sent all his evidence via email to Board and to the Landlord's Legal Representative however there is no evidence uploaded to the Tribunal Ontario Portal System for this file, and the Landlord's Legal Representative advises she did not receive any evidence from the Tenant at any time.
16. In this instance, I prefer the evidence of the Landlord over the Tenant. I find it peculiar if there was written evidence that the Landlord authorized the Tenant to remove the gutters and floors, why it was not presented into evidence and the Tenant did not offer a reasonable explanation as to why this was not done. I also find it peculiar that if removing the floors and gutters were authorized by the Landlord, why the Tenant would then offer to pay for the cost as it would be the Landlord's responsibility under s. 20 of the Act for any maintenance issues.
17. As such, I find on a balance of probabilities that there was no agreement between the Landlord and the Tenant to remove the gutters and the floors and that the Tenant wilfully caused undue damage to the rental unit or residential complex.

Balcony Guard Rail

18. The Landlord alleges the Tenant damaged one side of a three-sided wrought iron balcony railing. The Landlord provided into evidence a picture taken September 30, 2025, which showed one side of the railing had fallen down, laying flat on the deck. The Landlord alleges the Tenant dismantled it on purpose and had never told the Landlord about the railing falling down until it was discovered in the September 30, 2025 inspection.
19. The Tenant denies that he dismantled the railing on purpose. The Tenant claims the railing is old and fell when he was leaning on it.
20. The Landlord states that as of February 20, 2026 when the Landlord attended the rental unit to conduct an inspection, that two of the three sides of the railings are completely missing. The Tenant denies this and says that the railings are still on the deck, with one side still laying flat on the deck as it was on September 30, 2026.
21. The Landlord did not provide any other evidence to substantiate this claim, for example, there are no witnesses, nor any other documentary evidence. There was no evidence led as to why the Landlord did not take nor submit any pictures of the missing railings during his February 20, 2026 visit which would substantiate his claim. As such, I am left with competing versions of events. With respect to this claim, the Landlord has the burden of proving that his version of the events (i.e. the material facts) is more likely than not to be true. Absent some corroborating evidence that might tip the scales in favor of the Landlord, where the evidence does not satisfy the standard of balance probabilities, it must fail. Therefore, the allegation about the Tenant causing willfull or negligent damage to the railings are dismissed.

Storage Shelves

22. The Landlord claims that on September 30, 2025, it was discovered that the Tenant removed the storage shelves located in the garage without the Landlord's permission.
23. The Tenant acknowledges he removed the doors off the storage shelves in the garage due to a racoon issue and to clean them, however states that the storage cupboards in the garage are restored as is and that it is put back in place.
24. During the Landlord's inspection on February 20 2026, the Landlord claims that the garage shelving is completely gone.
25. As per paragraph 21 of this order, there is not enough evidence to determine that the Tenant willfully caused damage to the garage storage unit, as such this claim must be dismissed.

Cutting of the Trees

26. The Landlord alleges that he paid the Tenant \$500.00 to trim the trees in the back and front yard of the residential complex but instead of trimming the trees, the Tenant cut the trees down.

27. The Landlord uploaded pictures of the front yard showing bunches of branches laying across the front yard that the Landlord claims the Tenant was supposed to remove and has been there since September 30, 2025. The Landlord did not provide any further details as to how many trees were cut down nor the extent of how much of the tree was actually cut.
28. The Tenant does not deny cutting the trees however says that there was an agreement with the Landlord to do so. The Tenant says that one month prior to the hearing, the Tenant removed all the loose branches off of the property and disposed of them.
29. For the same reasoning as per paragraph 21 of this order, the Landlord failed to provide enough evidence to demonstrate that the Tenant willfully or negligently caused damage to the trees in the yard. As such, this claim is dismissed.

Garage Canopy

30. The Landlord alleges that the garage roof and the front door canopy are at risk of collapsing as a direct result of the Tenant removing the gutters. The Landlord provided into evidence a picture of the garage roof with one piece of loose extended soffit. Although the Tenant admits he removed the gutters, there is no evidence to establish that the loose piece of soffit on the roof was caused by the Tenant removing the gutters nor are there any expert reports submitted into evidence to support the allegation that the front door canopy or garage roof will collapse. Therefore, this claim is dismissed.

L1 Application s.89 (1) Compensation for Damage

31. For the reasons that follow, the Tenant shall pay to the Landlord \$400.00 which represents the reasonable out of pocket expenses for undue damages that the tenant negligently caused to the rental unit.
32. In order for an application for compensation for damages made pursuant to section 89(1) of the Act to succeed, a landlord must establish the following:
 - a) There was property damage to the rental unit or residential complex;
 - b) The damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and
 - c) The damage was a result of wilful or negligent conduct by the Tenant, occupant or guest.
33. If all these factors are met, then the Board can award the Landlord the reasonable cost of repair, or the replacement costs if it is not reasonable to do so.
34. The Landlord submitted in the application \$30,000.00 in costs for all the repairs as listed in paragraph 6 of this Order. As I have determined that the Tenant willfully caused undue damaged the kitchen floors and gutters, only these claims will be addressed.
35. The Landlord says that the kitchen floors are laminate “hard wood” looking floors covering approximately 64 square feet in a smaller area of the kitchen. The Landlord indicated the

kitchen floors were brand new and submitted into evidence of a picture taken a few weeks before the tenancy began in July 2025 showing the floors in a clean and undamaged state.

36. The Landlord uploaded into evidence pictures of the kitchen floors that were completely ripped out of the kitchen that were taken on September 30, 2025.
37. When asked what the reasonable out of pocket replacement cost is of the kitchen floors, the Landlord was unsure but then stated between \$1,500.00 to \$2,000.00. The Tenant agreed that he would pay for the cost of the floors but disagreed with the amount. The Tenant says he would be willing to pay \$250.00 for the floors.
38. The parties agree that the Tenant removed the gutters and disposed of them. Therefore, the Landlord must purchase new ones and replace them.
39. When asked what the reasonable out of pocket replacement cost was for the gutters, the Landlord replied that he did not know and did not provide a monetary amount. The Tenant says he would be willing to pay \$200.00 towards the cost to replace the gutters.
40. The Landlord did not submit into evidence any quotes by a contractor for the replacement of the floors or the gutters.
41. With regards to the gutters, it is up to the Landlord to prove the reasonable out of pocket expense the Landlord will incur to replace them. The Tenant's offer to make a small payment towards the gutters does nothing to establish the reasonable cost that the Landlord will incur to replace the gutters. The Landlord did not provide the Board a monetary amount towards his claim to replacement of the gutters. Therefore, the gutter claim for compensation is dismissed.
42. As far as the laminate kitchen flooring, both parties agreed that the square footage of these floors were 64 square feet which is a relatively small area. The Landlord is requesting between \$1,500.00 to \$2,000.00 which equates to approximately \$23.00 to \$31.00 a square foot. The Landlord did not provide the reasonings why he thought the laminate flooring would be that price and if that amount included labour. I find based on knowledge in this area that the price is inflated. The Landlord did not provide any other evidence to substantiate that claim. As such, I will award \$400.00 for the reasonable out of pocket expense the Landlord will incur to replace the floors.

Relief from Eviction

43. The Landlord's Legal Representative is requesting an 11-day eviction order. The Landlord submits that the Tenant has damaged the rental unit and will have out of pocket expenses to pay and is unable to afford any repairs as the Tenant also has substantial rent arrears owing. The Landlord is unsure when, and if, he will be able to afford to fix the rental unit and as such, will be unable to rent it out until then. The Landlord indicates the bank is in the process of repossessing the rental unit.
44. The Tenant wishes to stay in the rental unit and acknowledges that he will pay for some of the damage incurred at the rental unit. The Tenant lives there with his son and would like to remain in the area. The Tenant was unemployed but in the last few weeks has gotten a job.
45. I have considered all of the disclosed circumstances from both the Tenant and the Landlord in accordance with subsection 83(2) of 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 Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall obtain written authorization from the Landlord to conduct any repairs or alterations to the rental unit or residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of 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.
4. The Tenant shall pay to the Landlord \$400.00, which represents the reasonable costs of 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 amount the Tenant must pay the Landlord is \$586.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 26, 2026 at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

Paula West Oreskovich
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.