



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

File Number: LTB-L-024141-26

In the matter of: 4, 160 CECELIA ST
PEMBROKE ON K8A1R6

Between: Steven Butera Landlord

And

Chad Hind Tenant

Steven Butera (the 'Landlord') applied for an order to terminate the tenancy and evict Chad Hind (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 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 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 June 16, 2026.

Only the Landlord, and Landlord's Agents' Maeghan Pool and Kayleigh Duplesis attended the hearing.

As of 10:23 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 15, 2026, the Landlord gave the Tenant an N7 notice of termination by placing a copy of said notice under the door of the rental unit. The notice of termination contains the following allegations: the Tenant has seriously impaired the safety of a person and the act, or omission occurred in the residential complex, and the Tenant has wilfully caused undue damage to the premises.
4. The Landlord's Witness, Maeghan Pool (M.P.), testified that she is employed by the Landlord in the capacity of a property manager. She also testified that the Tenant named in this application occupied the rental unit on February 1, 2026.
5. M.P. testified that on February 8, 2026, the superintendent was mopping the floors when he was approached by the Tenant in the stairway. The Tenant proceeded to take the mop from the superintendent, break the mop, and chase the superintendent up the stairs where he aggressively confronted and physically assault the superintendent. The Landlord tendered a video of the incident as evidence.
6. M.P. testified that on February 28, 2026, the Tenant kicked the side entry door leading into the building. In doing so, the Tenant broke the glass in the door. The Landlord tendered a video of the incident as evidence. The Landlord also tendered documents showing the cost of repairing the glass to cost \$804.10. The Tenant did not compensate the Landlord for the cost of repairing the door.
7. M.P. testified that on March 1, 2026, the Tenant kicked the same side entry door leading into the building. In doing so, the Tenant broke the wooden sheets that the Landlord installed as a temporary repair until such time the new glass could be installed. The Landlord tendered a video of the incident as evidence. M.P. also testified that the cost of having the wooden sheets repaired and reinstalled was \$160.00.
8. M.P. testified that since the filing of the Landlord's application, the Tenant has been involved in a bicycle theft and vandalism on the rental property.
9. The Landlord was seeking an order terminating the residential tenancy, and an order for damages in the amount of \$984.10 for the cost of repairing the glass and wood for the side entry door.
10. Based on the uncontested evidence of the Landlord, I am satisfied that the Tenant has seriously impaired the safety of himself by kicking a glass door and the safety of the Landlord's staff, more specifically, the superintendent who was physically attacked by the Tenant. I am also satisfied that the Tenant has wilfully caused undue damage to the rental complex by kicking and damaging the door on two separate occasions.
11. The Tenant is required to pay the Landlord \$2,154.48 in daily compensation for use and occupation of the rental unit for the period from March 27, 2026, to June 30, 2026.

12. Based on the monthly rent, the daily compensation is \$69.44. This amount is calculated as follows: \$2,112.25 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,070.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$16.32 is owing to the Tenant for the period from January 31, 2026, to June 16, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. The Landlord has incurred reasonable costs of \$984.10 to repair the damaged property.
17. 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. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 4, 2026.
2. If the unit is not vacated on or before July 4, 2026, then starting July 5, 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 July 5, 2026.
4. The Tenant shall pay to the Landlord \$2,154.48, which represents compensation for the use of the unit from March 27, 2026, to June 30, 2026.
5. The Tenant shall also pay the Landlord compensation of \$69.44 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$984.10, 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 \$2,086.32 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 \$1,238.26.
10. If the Tenant does not pay the Landlord the full amount owing on or before July 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026, at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Ilan Shingait
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 January 5, 2027, 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.