



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

File Number: LTB-L-025821-26

In the matter of: 217, 384 MOUNT PLEASANT RD
TORONTO ON M4S3C8

Between: Toronto Seniors Housing Corporation Landlord

And

Laila Rossella Leporati Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Laila Rossella Leporati (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 Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.
- 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 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 18, 2026.

Only the Landlord's Representative, Adam Fraccaro attended the hearing.

As of 11:27 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. On February 20, 2026, the Landlord gave the Tenant an N5 notice of termination by mailing a copy of the document to the Tenant, deemed served February 25, 2026. The notice of termination contains the following allegations: the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and wilfully or negligently caused damage to the premises.
3. On February 20, 2026, the Landlord also gave the Tenant an N6 notice of termination by mailing a copy of the document to the Tenant, deemed served February 25, 2026. The notice of termination contains the following allegations: the Tenant has committed an illegal act in the rental unit or the residential complex.
4. On February 20, 2026, the Landlord also gave the Tenant an N7 notice of termination by mailing a copy of the document to the Tenant, deemed served February 25, 2026. The notice of termination contains the following allegations: the Tenant has seriously impaired the safety of any person and the act or omission occurred in the residential complex.
5. The Landlord's Witness, Fredrick Saunders (F.S.), is employed by the Landlord in the capacity of a Special Constable for the community housing safety unit. His duties and responsibilities include investigating criminal offences relating to residential properties operated by the Landlord.
6. F.S. testified that he was called to the rental property on September 14, 2025, due to a complaint of a disturbance involving the Tenant. F.S. testified that the Tenant was yelling and screaming in the common hallway and throwing items and brandishing scissors. F.S. also confirmed that his testimony is based on a report from information provided by the police as he was not present at the time of the incident taking place but arrived shortly thereafter. A copy of the Landlord's report was tendered as evidence by the Landlord.
7. The Landlord's Witness, Janet Hanoman (J.H.), resides in the same rental complex as the Tenant. She is familiar with the Tenant named in this application.
8. J.H. testified that on September 14, 2025, she could hear the Tenant screaming and yelling in the hallway but was afraid to approach her door due to previous interactions that she had with the Tenant. J.H. testified that her granddaughter looked through the peephole and saw the Tenant in the hallways yelling and screaming. The Tenant was using scissors to scrape the door of J.H., and common hallway walls.
9. J.H. testified that the Tenant has been knocking and banging on her door at various times throughout the day since April 2025. She testified that this concerns her because she never knows when it will happen next and how long it will go on for. The Tenant also yells and screams at her through the door.
10. J.H. testified that on December 25th, and 26th, 2025, the Tenant witnessed the Tenant standing at her door and banging or kicking the door. J.H. reported the incidents to the Landlord.

11. J.H. also testified that on March 14, 2026, the Tenant banged on her door and proceeded to tell her that she would kill her if she ever saw or ran into her in the hallways or anywhere else. J.H. submitted that she is 78 years of age and unable to defend herself if the situation arises. She is concerned about her safety and wellbeing. I am mindful that the act of physically threatening another individual is an illegal act and may also impair one's safety, but this incident occurred after service of the notices of termination. Therefore, it can only be considered after deciding the merits of the notices.
12. J.H. also testified that the Tenant had banged on her door and she had heard the Tenant yelling and screaming as recently as two to three days prior to the hearing. J.H. testified that she is significantly impacted by the ongoing harassment of the Tenant and feels that the acts are unprovoked.
13. The Landlord's Witness, Charlie Raneses (C.R.), is employed by the Landlord in the capacity of the building superintendent and he has held this position for approximately 25 years. His responsibilities include small repairs, cleaning and general maintenance around the building.
14. C.R. testified that on September 25, 2025, he performed an annual inspection of the rental unit at which time he observed damage throughout the rental unit, including a cracked window, multiple ripped window screens, multiple holes of various sizes in the walls throughout the rental unit, writing and graffiti on multiple walls throughout the rental unit, damaged doors, damaged thermostat controller, damaged light and electrical covers, damaged medicine cabinet and damaged baseboards and trim throughout the unit. The Landlord tendered photographs of the damage and a quotation provided for repairing the damage as evidence.
15. The Tenant did not stop the conduct within seven days after receiving the N5 notice of termination. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) and s.64(3) of the *Residential Tenancies Act, 2006* (Act).
16. Based on the evidence, the Landlord has not proven that the Tenant has committed an illegal act in the rental unit or residential complex. One could argue that the act of threatening someone harm is an illegal act, but this occurred after service of the notice of termination was served and can only be considered in that context.
17. The Landlord has also not proven that the Tenant has seriously impaired the safety of any individual. I am not satisfied that any of the actions of the Tenant as described by the Landlord's witnesses have impaired the safety of the Tenant or anyone else.
18. I am satisfied that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

19. I am also satisfied that the Tenant has wilfully or negligently caused damage to the premises. I make this finding because the multiple holes in the walls, graffiti or writing on multiple walls, and broken doors, are all forceful or intentional. An individual does not accidentally or unknowingly write on multiple walls using foul or vulgar language.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.
22. The Landlord has incurred or will incur reasonable costs of \$4,049.12 to repair the damage and replace property that was damaged and cannot be repaired.
23. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlord's Representative also submitted that the Tenant is a senior citizen.
24. 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 not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act. I find this delay appropriate to allow the Tenant an opportunity to secure alternative housing.

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 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.
4. The Tenant shall pay to the Landlord \$4,049.12, which represents the reasonable costs of repairing the damage and replacing the damaged property that cannot be repaired.
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 \$4,235.12.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 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 February 1, 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.