



**Order under Section 94.7 / 94.15
Residential Tenancies Act, 2006**

File Number: LTB-C-054960-25

In the matter of: 20 WINDWAYS CRES
Kanata ON K2M2P4

Between: Lao Village Housing Co-operative Inc. Co-op

And

Tiffany Mayer Co-op Member

Lao Village Housing Co-operative Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Tiffany Mayer (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or a person the Co-op Member permitted in the residential complex has seriously impaired the safety of any person; and
- the Co-op Member, another occupant of the rental unit or someone they permitted in the residential complex willfully caused undue damage to the premises.

The Co-op also claimed compensation for each day the Co-op Member remained in the unit after the termination date.

Lao Village Housing Co-operative Inc. (the 'Co-op') applied for an order requiring Tiffany Mayer (the 'Co-op Member') to pay the Co-op's reasonable out-of-pocket costs the Co-op has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex.

A Case Management Hearing was held on October 30, 2025 and was directed to a merits hearing.

This application was heard by videoconference on June 23, 2026.

Only Alex Fournier, the property manager, attended for the Co-op. The Co-op was represented by Joel Cross.

As of 9:43am, the Co-op Member 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 Co-op's evidence.

It is determined that:

1. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy and the claim for compensation in the application. Therefore, an order shall be issued granting the Landlord's request for eviction and compensation in the amount of \$13,949.01.
2. The Co-op Member did not file a response to the application. Therefore, they are deemed to have accepted all the facts and allegations in the application pursuant to Rule 12.5 of the LTB's Rules of Procedure.
3. As of the hearing date, the Co-op Member was still in possession of the member unit.

N7C Notice of Termination

4. On July 7, 2025, the Co-op gave the Co-op Member an N7C notice of termination deemed served on July 12, 2025 as it was mailed. The notice of termination alleges conduct related to a serious impairment of safety and willful damage to the member unit.
5. At the hearing, the Co-op's agent, AF, who is the senior property manager for the past five years testified to the multitude of complaints received by the Co-op regarding the member unit related to speeding in the residential complex and almost hitting another member's child, keeping a large snake in the member unit which escaped twice and was found in a neighbouring unit's toilet, and extensive damage to the member unit.
6. AF testified that on February 28, 2025, an inspection of the member unit was conducted where the following damages were observed. A copy of the report and photographs from the inspection were submitted into evidence in support of this assertion.
 - Missing window, exposed doorbell wires, unauthorized installation of a keypad, removal of weatherstripping from the doors, patches on the walls throughout the unit, missing closet doors, ceiling holes, kitchen cabinet drawers and doors missing, changing tiles resulting in disconnected heat vent, outlet covers missing, ceiling lights not turning on, removal of refrigerator and installation of dishwasher, unauthorized wall erected with heavy load, carpet removed from the stairs, handrail missing, window screen ripped, and vanity broken down to bare bones with just a sink and counter.

7. AF further testified that the stench of pet urine and feces was eminent throughout the member unit. The Co-op submitted a quote for the repair to the member unit in the amount of \$13,227.00 and sought to amend their application to include the HST, totalling \$15,003.01.
8. AF testified that the issue of the damage was raised with the member who was initially responsive and indicated they would conduct the repairs but then failed to cooperate, conduct the repairs or respond to the Co-op.
9. AF submits the state of the member unit remains the same, if not worse as far as the Co-op is aware and seeks an order terminating the member's occupancy of the member unit and evicting the member.
10. Based on the uncontested evidence before the Board I am satisfied that the Co-op Member has willfully caused undue damage to the premises. I say this based on the uncontested evidence of the Co-op. I am satisfied that the damage constitutes property damage that is beyond normal wear-and-tear. I am also satisfied that the nature of the damage rises to the level of an N7C of willful damage that was due to the Co-op Member's or their occupant and/or guest's willful conduct.

Compensation for damages

11. With respect to the request to amend the application and include the HST amount at the hearing, the request is granted as the evidence submitted confirms the amount is non-inclusive of the HST and the Co-op Member was apprised of the amount sought at all material times. The amendment relates directly to the cost of damage estimated to be incurred by the Co-op.
12. I find the Co-op has established that they will incur reasonable costs of \$15,003.01 to repair the damage and replace the non-repairable damaged property in the member unit and this amount is awarded in full to the Co-op.

Daily compensation and refundable deposits

13. Based on the regular monthly housing charges, the daily compensation is \$41.79. This amount is calculated as follows: monthly regular monthly housing charges x 12 months, divided by 365 days.
14. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Co-op Member is owed \$1,240.00 for refundable deposits. The total refundable deposit is deducted from the amount owing by the Co-op Member.

Relief from eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 94.12(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 94.12(1) of the Act. The Co-op Member was not present at the hearing to provide submissions in this regard.
17. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Co-op Member's occupancy is terminated. The Co-op Member must move out of the member unit on or before July 7, 2026.
2. If the unit is not vacated on or before July 7, 2026, then starting July 8, 2026, the Co-op 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 Co-op on or after July 8, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Co-op Member shall pay the Co-op compensation of \$41.79 per day for the use of the unit starting June 24, 2026 until the date the Co-op Member moves out of the unit.
5. The Co-op Member shall pay to the Co-op \$15,003.01, which represents the reasonable costs the Co-op has incurred or will incur as a result of the damage.
6. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
7. The Co-op owes the Co-op Member \$1,240.00 for refundable deposits.
8. The total amount the Co-op Member owes the Co-op is \$13,949.01. The Co-op Member shall pay this amount to the Co-op.
9. If the Co-op Member does not pay the Co-op the full amount owing on or before July 7, 2026 the Co-op Member will start to owe interest. This will be simple interest calculated from July 8, 2026 at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Sonia Anwar-Ali
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 Co-op Member expires on January 8, 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 member unit is located.