



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

**Citation:** Lady Brantford Ltd. v Kaszarowski, 2024 ONLTB 5180

**Date:** 2024-01-23

**File Number:** LTB-L-078143-23

**In the matter of:** 304, 3 IROQUOIS ST  
BRANTFORD ON N3S6N8

**Between:** Lady Brantford Ltd.

**And**

Mike Kaszarowski

I hereby certify this is a  
true copy of an Order dated  
**JAN 23 2024**  
Landlord and Tenant Board

Landlord

Tenant

Lady Brantford Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Mike Kaszarowski (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.

Lady Brantford Ltd. (the 'Landlord') also applied for an order requiring Mike Kaszarowski (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 January 9, 2024.

Only the Landlord's Agent, D. Malcom and the Landlord's Legal Representative, J. Struthers attended the hearing.

As of 9:32 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 is terminated, and the Tenant shall pay \$152.55 to the Landlord.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 28, 2023, the Landlord gave the Tenant an N7 notice of termination with a termination date of October 31, 2023. The notice of termination alleges that:
  - On August 23, 2023, the Tenant is seen altering the locking mechanism on the side entrance door to the complex. By altering the locking system, you compromise the safety of all others in the building as the building is no longer secure.
  - August 26, 2023, The Tenant broke into a mailbox in the laundry room using a screwdriver to force open the door. This is the second incident of breaking into the mailboxes, the first incident occurred on May 27, 2023.
  - September 3, 2023, the Tenant is seen breaking the locking mechanism to the front door of the building with what appears to be a knife, then a hatchet. This damaged the electrical strike and deadlatch on the front entrance door.
4. D. Malcom testified on behalf of the Landlord. He testified to the incidents as outlined in the N7 notice of termination and provided video evidence to corroborate his testimony.
5. D. Malcom testified that by altering the locking mechanisms on the doors giving entry into the building, the safety of the residents is compromised. He testified that the complex is located in a relatively unsafe part of town, and the complex is home to many seniors and vulnerable people.
6. D. Malcom testified that the Tenant engaged in wilfully damaging the locking mechanisms on 2 different doors as well as the mailboxes.
7. Based on the uncontested evidence before me, I am satisfied that the Tenant has wilfully caused undue damage to the residential complex by breaking into the mailboxes with a screwdriver and damaging the front door locking mechanism with a knife and a hatchet. I am also satisfied, on a balance of probabilities, that the Tenant created a risk of impaired safety by leaving the complex vulnerable to entry by anyone, particularly because the complex is located in a part of town that the Landlord describes as unsafe.
8. The Tenant was required to pay the Landlord \$3,221.92 in daily compensation for use and occupation of the rental unit for the period from November 1, 2023 to January 9, 2024.
9. Based on the Monthly rent, the daily compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$41.71 is owing to the Tenant for the period from November 1, 2022 to January 9, 2024.

12. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Compensation for damages

13. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex. On September 3, 2023, the Tenant damaged the front door locking mechanism with a knife and a hatchet.
14. The Landlord has incurred reasonable costs of \$152.55 to repair the damage. The Landlord submitted an invoice dated September 21, 2023 from Safe & Secure Lock & Key.
15. 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. The Tenant did not attend the hearing to make submissions regarding their circumstances or to contest the Landlord's application.

**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 February 3, 2024.
2. If the unit is not vacated on or before February 3, 2024, then starting February 4, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The Tenant shall pay to the Landlord \$3,221.92, which represents compensation for the use of the unit from November 1, 2023 to January 9, 2024.
4. The Tenant shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting January 10, 2024 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$152.55, which represents the reasonable costs of repairing the damage.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,441.71 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.
8. The total amount the Tenant owes the Landlord is \$2,118.76.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2024 at 7.00% annually on the balance outstanding.

**January 23, 2024**  
**Date Issued**

  
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Emily Robb  
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 August 4, 2024 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.