



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

**Citation:** Toronto Community Housing Corporation v Sanneh, 2023 ONLTB 81559

**Date:** 2023-12-20

**File Number:** LTB-L-036606-23

**In the matter of:** 2218, 100 HIGH PARK AVE  
TORONTO ON M6P2S2

**Between:** Toronto Community Housing Corporation Landlord

**And**

Iye nana Sanneh Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Iye nana Sanneh (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.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Iye nana Sanneh (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 November 2, 2023.

The Landlord's Representative Kamran Baradar-gohari, and three witnesses, Mavis Asisso, Allan Uhrich, and Rick Ismond attended the hearing.

As of **11:29 am**, 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.
2. Therefore, the Tenant will be required to pay the Landlord's out-of-pocket expenses for damage to the unit.
3. The Tenant was in possession of the rental unit on the date the application was filed.

**N5 Notice of Termination**

1. On April 24, 2023, the Landlord served the Tenant with an N5 notice of Termination deemed served on the same date with a termination date of 19 May 2023.
4. The Notice of Termination contains the following allegations:
  - On October 22, 2022, the Tenant caused damage to the interior vestibule door by slamming it, resulting in the door cracking.
  - On the same date, the Tenant was observed punching an unknown male in the elevator lobby.
  - The above incidents were recorded on video, and the Tenant admitted she had damaged the door.
  - On January 1, 2023, the Georgian glass slotted in the emergency exit door was broken/smashed by the Tenant's guest
  - This incident was also recorded by video.
5. In the N5, the Tenant was told to pay the Landlord the damages of \$899.48 and to stop the fighting in the residential complex.
6. The Tenant did not pay the Landlord the reasonable costs to replace the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination.
7. The Tenant did not fight again, and as a result, this part of the N5 was voided.

8. Therefore, the allegations of causing damage to the unit in the N5 have been not voided by the Tenant in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

### **Willful or Negligent Damage**

#### *October 22, 2022 Incident:*

10. Based on the uncontested evidence of the Landlord, I am satisfied on a balance of probabilities, that the Tenant or another occupant of the rental unit wilfully or negligently caused undue damage to the rental unit or residential complex as set out above.
11. As to the broken interior vestibule door, Mr. Urich testified at the hearing.
12. He testified that he was requested to review video footage showing the damage to the door being caused, taken on October 22, 2022.
13. He saw on video, a female enter the vestibule, who was identified to be the Tenant.
14. She could not access building properly because a door was closed.
15. She began pounding on glass of the door, and gestured to a man inside.
16. She then hit the glass, and a crack appeared.
17. The male inside, let her in, and the two then made their way to elevator. During the process, the Tenant was very aggressive.
18. She started a physical altercation with male. She hit him. They got into the lift. There was a wrestling match. The male used force to subdue the Tenant, and she exited on 4<sup>th</sup> floor.
19. All of the damage took place within the residential complex, during the time the Tenant was a tenant.
20. The evidence was clear that the damage was caused by the Tenant, and I find, based on the video footage, that the Tenant intended to cause the damage based on the aggressive nature of her actions.

#### *January 1, 2023 Incident:*

21. Based on the uncontested evidence of the Landlord, I am satisfied on a balance of probabilities, that the Tenant, or another occupant of the rental unit wilfully or negligently caused undue damage of the residential complex as set out above.

22. Special Constable Rick Ismond testified.
23. He reviewed video footage of the second incident at the residential complex.
24. He observed a man, whom he identified to be James Fitzsimmons, the live in boyfriend of the Tenant, pick up a piece of cinder block, a brick, and he broke window with it. It was so he could get into the building, without the proper means.
25. He then broke the window, pushed the crash bar, and then entered the building.
26. Based on the uncontested evidence of the Landlord, I am satisfied on a balance of probabilities that the Tenant's guest intended to cause the damage based on the aggressive nature of his actions.
27. The damage took place within the residential complex, at the time the Tenant was a tenant.

### **Compensation for damages**

The Landlord has incurred reasonable costs of \$899.48 to repair the damage or to replace property that was damaged and cannot be repaired.

28. The Landlord's third witness was Mavis Asisso.
29. She presented two invoices for a total amount of \$899.48 to repair the damage caused by the Tenant and her live in boyfriend.
30. I find that the Landlord has proved the quantum needed to repair the damaged property, on a balance of probabilities.

### **Relief from eviction**

31. 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 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.
32. The Landlord was prepared to offer the Tenant a chance to save her tenancy by complying with the conditions in this order.

### **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 or her guest shall:
  - (i) Not interfere with the Landlord or other tenant's enjoyment of the residential complex, and this includes, but is not limited to, causing a disturbance or damage to the complex;

- (ii) The Tenant shall pay the Landlord the cost to repair the damaged windows, in the amount of \$899.48, by making 17 payments of \$50.00 each, on the first day of each month, commencing 1 January 2024 up to July 1, 2025. A final payment of \$49.48 shall be made on August 1, 2025.
- 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 *Residential Tenancies Act, 2006* (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 Landlord agrees to waive the filing fee, provided that the Tenant complies with the terms of this order. If the Tenant breaches the terms of this order, the filing fee will become payable on the date following the breach.
- 5. If the Tenant does not pay the Landlord the full amount as set out in this order, the Tenant will start to owe interest. This will be simple interest calculated from the date of the breach at 7.00% annually on the balance outstanding.

**December 20, 2023**

**Date Issued**

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James Campbell  
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.

