



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

**Citation:** Medallion Corporation v Nikajdad, 2024 ONLTB 12827

**Date:** 2024-02-21

**File Number:** LTB-L-045816-23

**In the matter of:** 213, 420 Harwood Avenue South  
Ajax Ontario L1S0G6

**Between:** Medallion Corporation Landlord

**And**

Siamak Nikajdad Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Siamak Nikajdad (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 5, 2024.

The Landlord's Legal Representative, Samuel Korman and the Landlord's Agent, Robin Blough attended the hearing.

As of 10:19 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, effective June 12, 2023, and the Tenant owes daily compensation to the Landlord from June 13, 2023 to the day the Tenant vacates the residential unit.
2. The Tenant was in possession of the rental unit on the date the application was filed.

### N5 Notice of Termination

#### *Substantial interference*

3. On December 6, 2022, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served on December 6, 2022, with a termination date of December 27, 2022. The notice alleges on November 18, 2022, there was an incident involving the Tenant propping her door open and playing loud music. The notice also alleges that on November 19, 2022 the Tenant was viewed on camera, spraying another tenants door and spraying the camera with an aerosol spray; causing loss of visibility on the camera.
4. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
5. On May 29, 2023, the Landlord gave the Tenant a second N5 notice of termination deemed served on May 29, 2023, with a termination date of June 12, 2023. The notice of termination contains the following allegations:
  - on March 11, 2023 the Tenant could be seen on camera throwing a knife towards the open door of another unit (212), while another tenant was trying to move in, and placing the knife on the base of the door frame with the blade facing the hallway;
  - on March 19, 2023, the Tenant can be seen on camera placing a piece of paper towel in the hallway and proceeding to put a red substance on it;
  - on May 18, 2023, a staff member of the Landlord viewed food colouring bottles on the ground below the Tenants' unit and food colouring stains were on the ledge of the Tenants' balcony; as well as eggshells and yolks were also seen in the same vicinity of the food colouring bottles.
6. The Landlord's Agent testified that she viewed the video footage of the Tenants behaviour on the dates outlined above. She also testified that she had to relocate the tenant in unit 212 on July 15, 2023, as they felt threatened by the Tenants' throwing a knife at their door.

7. The Landlord's Agent also testified that this is the second time they have had to relocate tenants from unit 212, due to the Tenants' behaviour, but did not provide specifics regarding the conduct that led to relocating the first tenant(s) in unit 212.
8. The Landlord's Agent stated that they have not been able to re-rent unit 212 due to the behaviour of the Tenant, and as such, no additional complaints have been received regarding the Tenants' behaviour.
9. The Landlord's Agent further stated that no complaints have been made by the tenants who live across from the Tenant and that the stairwell is on the other side of the Tenants' unit.
10. In my view, the Tenants' conduct of throwing a knife at the door of the adjacent unit on March 11, 2023 substantially interfered with another tenant's reasonable enjoyment of the residential complex. As a result of this conduct the Landlord had to relocate the tenant in 212, to an alternate unit in the complex because they felt their safety was threatened and were fearful of the Tenants' behaviour.
11. In my view, the Tenants' conduct of placing a piece of paper towel in the hallway and putting a red substance on it, is not a substantial interference, rather an annoyance. The Landlord did not explain how this behaviour substantially interfered with the reasonable enjoyment of other tenants or the Landlord of the residential complex. It was also not clear what the intentions of this behaviour was.
12. On May 18, 2023, a staff member viewed food colouring bottles as well as egg shells and yolks on the ground below the Tenants' unit. The staff member also observed food colouring stains on the ledge of the Tenants' balcony. No photos or testimony was submitted to verify that the Tenant had conducted this behaviour. No testimony was given on how this behaviour meets the threshold of substantial interference, and I am not satisfied that it does.
13. I find that the conduct of the Tenants' behaviour regarding the knife incident has substantially interfered with another tenants' reasonable enjoyment of the residential complex; as well as substantially interferes with a lawful right, privilege or interest of the Landlord. I do not find the other allegations in the notice to have been established on a balance of probabilities.

*Daily compensation, rent deposit*

14. The Landlord's Legal Representative stated that the Tenant has not paid rent since September 2023, although did not clarify if rent was paid in September or when that is when the arrears began to accumulate.
15. The Tenant was required to pay the Landlord \$28,590.12 in daily compensation for use and occupation of the rental unit for the period from December 28, 2022 to February 5, 2024.

16. Based on the Monthly rent, the daily compensation is \$70.59. This amount is calculated as follows: \$2,147.20 x 12, divided by 365 days.
17. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,115.78 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$53.62 is owing to the Tenant for the period from February 1, 2023.
19. 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.

*Relief from eviction*

20. 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.
21. The Landlord's Agent stated that the Tenants' behaviour has resulted in two separate tenants being relocated in the residential complex, and has caused the Landlord to not re-rent the unit.

**It is ordered that:**

1. The tenancy between the Landlord and Tenant is terminated and the Tenant must vacate the residential unit on or before March 3, 2024.
2. The Tenant shall pay to the Landlord \$28,590.12, which represents compensation for the use of the unit from December 28, 2022 to February 5, 2024, minus any rent payments made by the Tenant since December 28, 2022.
3. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. The Landlord owes \$2,115.78 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.
5. The total amount the Tenant owes the Landlord is \$26,675.34, minus any payments made by the Tenant to the Landlord since December 28, 2022.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 3, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2024 at 7.00% annually on the balance outstanding.
7. If the unit is not vacated on or before March 3, 2024 then starting March 4, 2024 the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 March 4, 2023.

**February 21, 2024**

**Date Issued**

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**Christina Philp**

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 September 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.