



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

**Citation:** Capreit Limited Partnership v Narine, 2023 ONLTB 70848

**Date:** 2023-10-26

**File Number:** LTB-L-049058-22

**In the matter of:** 305-4000 Lawrence Avenue East  
Toronto, ON M1E 2R3

**Between:** Capreit Limited Partnership Landlord

**And**

Kavita Narine Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Kavita Narine (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 September 5, 2023.

The Landlord's Legal Representative Geoff Paine, the Landlord's agents Donna Zainal ('DZ') and Gody Arunthavanathan ('GA'), and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the application and the claim for compensation. Therefore, the tenancy shall be preserved subject to conditions.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 19, 2022, the Landlord gave the Tenant an N5 notice of termination deemed served that same date. The notice of termination contains the following allegations:
  - a) On August 12, 2022, at 3:52 pm, the male occupant of Suite 305 was aggressively yelling, screaming, and swearing at the Landlord's staff members from outside of the management office;
  - b) On August 15, 2022. At 11:16 am, the Tenant of Suite 305, entered the management office and proceeded to aggressively swear and confront the Landlord's staff members.

4. GA and DZ both testified on behalf of the Landlord. Both individuals are employees of the Landlord.
5. On August 12, 2022, GA testified that she had been speaking with the Tenant in the building office about late rent payments. The Tenant argued that the rent was being paid and was upset that the Landlord's staff was speaking to her about the issue.
6. At this same time, GA testified that she could hear a male yelling and swearing at staff outside of the office. It was later determined that this person was an occupant in the unit and the father of the Tenant's children. GA described the male's tone as aggressive and loud and while this issue was happening outside of GA's office, the Tenant was swearing at GA and using inappropriate language.
7. As a result of this incident on August 15, 2022, the Landlord had drafted a letter to the Tenant that was entered into evidence. The letter was served upon the Tenant that date and outlined that the Tenant's behaviour with respect to the August 12, 2022 incident was inappropriate and abusive and that going forward, any concerns regarding rent must only be addressed by the Tenant.
8. Once in receipt of this letter, the Tenant attended at the building office screaming and swearing loudly and asking for staff's names and threatening legal action.
9. As a result of this second incident, the Landlord had decided to serve the N5 notice of termination upon the Tenant. GA testified that within 10 minutes of the N5 being served, the Tenant proceeded to attend at the office again and ripped the document up in front of staff and started yelling aggressively.
10. The male occupant had also started yelling at staff and had told DZ to "go back to her country" as well as threatening to use DZ for "sex and to make babies". The male occupant also got aggressive with another tenant in the office who had tried to diffuse the situation.
11. Both DZ and GA testified that both the Tenant's and the male occupant's behaviour caused them to not feel safe at work and that they do not feel safe whenever they see either party.
12. The Tenant testified that on August 12, 2022 she was returning to her unit with groceries when GA had called her into the building office to discuss rent payments. The Tenant testified that she had received an N4 notice of termination from the Landlord and had explained to GA that she planned on paying her arrears by the termination date as indicated on the notice.
13. The Tenant testified that when she had told the male occupant that she was talking about rent, that her partner had got upset. She testified that she felt that GA was trying to intimidate her to make a rent payment and had raised her voice at her.
14. The Tenant acknowledged that she raised her voice aggressively and swore that date but submitted that she believed that GA should not have called her into the office while she was busy returning her groceries back to her unit.
15. The Tenant testified that the incident on August 19, 2022 occurred because her partner had wanted to discuss renovations of his mother's unit who is also in the residential complex. The Tenant testified that she believed he was taking too long and had gone to the building office to check on him.

16. The Tenant testified that since these incidents occurred, she has only had one encounter with the Landlord where entry was required into her unit due to an emergency. She testified that she now pays her rent online and avoids any contact with the Landlord.

### *Analysis & Findings*

17. The Tenant largely contests the Landlord's evidence on the basis that the incidents were embellished. That said, both DZ and GA had sent detailed e-mails to various staff members subsequent to each incident, which detailed the incidents in their entirety.
18. Further, I accept their evidence on a balance of probabilities the both the Tenant and her male occupant's behaviour was aggressive, intimidating and entirely inappropriate with respect to all three incidents.
19. The male occupant's threats and comments I find to have been particularly concerning regarding ethnicity and sex. That said, there was some discrepancy as to whether or not the male occupant is an occupant in the Tenant's unit, or his mother's unit.
20. The Tenant testified that she has 5 children with the male occupant, but the male occupant actually lives with his mother in another unit. The application was only brought against the Tenant. That said, the male occupant never testified, and the Landlord had no name for this individual.
21. Despite this issue I do find on a balance of probabilities that the Tenant's behaviour did substantially interfere with the Landlord's reasonable enjoyment of the residential complex.
22. I further find in accordance with s. 64 of the *Residential Tenancies Act, 2006* (the 'Act'), the Tenant did not stop the conduct or activity after receiving the N5 notice of termination, as on August 19, 2022 when the notice was served the Tenant aggressively ripped the notice up in front of staff.
23. Therefore, the Tenant did not void the N5 notice of termination in accordance with s. 64(3) of the Act and the Landlord was permitted to file the application.

### *Daily Compensation & Costs*

24. The Tenant was required to pay the Landlord \$21,192.44 in daily compensation for use and occupation of the rental unit for the period from September 19, 2022 to September 5, 2023. By the date of the hearing, the Landlord's Legal Representative submitted that the Tenant was in arrears of \$1,925.21.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

### *s. 83 Considerations*

26. As outlined above, both GA and DZ were affected by the Tenant and her occupant's actions, causing them to fear just what the Tenant or the occupant plan on doing next. The language used by both the Tenant and the male occupant was clearly abusive and targeted with respect to both GA and DZ.

27. The Tenant testified that she has not been to the office since these incidents occurred and has been paying rent online in order to avoid any further encounters with the Landlord's staff. The Tenant testified that she has 5 children and had lived in the unit for 5 years.
28. As such, based on the above-noted considerations and also considering the fact that there have been no incidents since August 19, 2022 as of the date of the hearing, relief from eviction will be granted subject to conditions.
29. For a period of one year from the date of this order, the Tenant, and any occupant or guest shall refrain from any and all aggressive and abusive behaviour and language with respect to the Landlord's staff and any other tenants or individuals in the residential complex.
30. Further, the Tenant will be ordered to be the only individual to address the Landlord with respect to issues regarding the unit.
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.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of one year from the date of this order (October 25, 2024), the Tenant, and any occupant or guest of the Tenant's shall be prohibited from engaging in any and all aggressive and abusive behaviour and language with respect to the Landlord's staff and any other tenants or individuals in the residential complex.
3. For the duration of the remainder of the tenancy, only the Tenant shall be permitted to address any and all issues with respect to the unit including rent, unless the terms of the lease are changed on agreement of both parties to reflect same.
4. If the Tenant fails to comply with the conditions set out in the preceding 2 paragraphs 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.
5. The Tenant shall pay to the Landlord \$1,925.21, which represents arrears and costs owing to September 5, 2023.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$2,111.21.
8. If the Tenant does not pay the Landlord the full amount owing on or before November 6, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 7, 2023 at 7.00% annually on the balance outstanding.

**October 26, 2023**  
**Date Issued**

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**Jagger Benham**  
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 May 7, 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.

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