



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

Citation: Siddiqui v Adel, 2023 ONLTB 28486

Date: 2023-04-04

File Number: LTB-L-023272-22

In the matter of: BASEMENT, 42 CEDAR DR
SCARBOROUGH ON M1J3E8

Between: Fariduddin khan Siddiqui Landlords
Shahina Rahman

And

Abdul raziq Adel Tenant

Fariduddin khan Siddiqui and Shahina Rahman (the 'Landlord') applied for an order to terminate the tenancy and evict Abdul raziq Adel (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 March 16, 2023. The Landlord and the Landlord's Legal Representative, M. Azam, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will be terminated.
2. The Landlord served the Tenant with two Notices to End your Tenancy For Interfering with Others, Damage or Overcrowding (N5).
3. On March 4, 2022, the Landlord gave the Tenant the first, voidable N5 pursuant to section 64 of Residential Tenancies Act, 2006 (Act) with a termination date of March 25, 2022.

4. Section 64(3) of the Act provides that the first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the 7-day voiding period ran from March 5, 2022 to March 11, 2022. As there were no reported complaints within the voiding period, the Tenant voided the first N5.
5. On March 30, 2022, the Tenant was served with a second, non-voidable N5 with a termination date of April 14, 2022, pursuant to section 68 of the Act.
6. The Landlord testified that on March 28, 2022, the Tenant got in a fight with another resident of the basement of the residential complex over the Tenant's yelling and door banging.

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7. On May 3, 2022 the Tenant banged on the door of the other resident who threatened to call the police.
8. On October 9, 2022, the Tenant again banged on the door of the other resident and when the landlord asked him to stop because his conduct scared the Landlord's grandchildren who were in tears, the Tenant became abusive to the Landlord and swore at him
9. On February 18, 2023, the Tenant who was intoxicated, laid on the grounds of the residential complex and when confronted by the police and taken into his unit, he became abusive to the police and was eventually arrested.

Analysis

10. Section 64 (1) of the Residential Tenancies Act, 2006 (Act) states that a Landlord may give a Tenant notice of termination of the tenancy if the conduct of the Tenant, another occupant of the rental unit or a person permitted in the residential complex by the Tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the Landlord or another Tenant or substantially interferes with another lawful right, privilege or interest of the Landlord or another Tenant.
11. Based on all the evidence, I find that the conduct of the Tenant has substantially interfered with the reasonable enjoyment of the residential complex and with a lawful right, privilege or interest of the Landlord or another Tenant. The Tenant repeatedly causes noise disturbances by banging on doors and yelling and has shown no regard for the impact of his conduct on the Landlord and that of the other resident.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$39.66 is owing to the Tenant for the period from November 1, 2017.

- 14. 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.
- 15. I have considered all 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.

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 April 28, 2023.
- 2. If the unit is not vacated on or before April 28, 2023, then starting April 29, 2023, the Landlord 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 Landlord on or after April 29, 2023.
- 4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

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- 5. If the Tenant does not pay the Landlord the full amount owing on or before April 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 2023 at 6% annually on the balance outstanding.
- 6. The amount of the rent deposit and interest the Landlord owes on the rent deposit shall be applied to the last month of the tenancy.
- 7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order

April 17, 2023

Date Issued

Jitewa Edu

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 October 29, 2023 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.