



Order under Section 69 Residential Tenancies Act, 2006

Citation: Anwar v Iserhoff, 2026 ONLTB 1341

Date: 2026-01-07

File Number: LTB-L-098936-25

In the matter of: 4, 101 ARCHIBALD ST N
THUNDER BAY ON P7C3X7

Between: Syed Manzar Anwar Landlord

And

Kevin Iserhoff Tenant

Syed Manzar Anwar (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Iserhoff (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; and
- 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.

This application was heard by videoconference on December 16, 2025.

Only the Landlord and the Landlord's Witness, Himanshu, attended the hearing.

As of 10:23AM and 11:02AM when the continued after the matter was held down, 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 at the hearing, the Landlord did not have the right to give the Tenant a notice of termination under subsection 66(1) of the *Residential Tenancies Act, 2006* (the 'Act') for alleged conduct on August 10, 2025, because the Tenant was not a "Tenant" as defined in the Act on that date.

2. As also explained at the hearing, I find the Landlord did not give sufficient details of conduct alleged to have occurred at the residential complex in November 2025. The Landlord's omission to identify approximate dates and the number of occurrences does not give the Tenant adequate information to know the case to meet, contrary to section 183 of the Act.
3. The Landlord gave a vague description of alleged conduct on September 30, 2025. The Form N7 reads: "Tenants were repeatedly threatened, intimidated and harassed by aggressive individuals connected to the respondent, causing fear for personal safety and creating a hostile environment." The Landlord's Witness was not able to provide further details, as the Witness was not present and did not personally observe what may have happened at the property that day. Instead, the Witness gave a vague, second-hand description of how he believes another resident at the property feels about the Tenant, based on other alleged conduct.
4. I find the Landlord's Witness' testimony is not probative and cannot remedy the vague description of the Tenant's alleged conduct on September 30, 2025. Based on the absence reliable evidence of the Tenant's conduct and the inadequate pleadings in the notice of termination, I conclude that the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 7, 2026
Date Issued

Harry Cho
Vice Chair, 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.