



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

File Number: LTB-L-009538-25

In the matter of: Basement Room B, 107 Tourmaline Drive
Scarborough Ontario M1T1X1

Between: Belinda Gregorio Landlord

And

Kianosh Vahedi Tenant

Belinda Gregorio (the 'Landlord') applied for an order to terminate the tenancy and evict Kianosh Vahedi (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

Belinda Gregorio (the 'Landlord') applied for an order requiring Kianosh Vahedi (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 September 17, 2025.

Only the Landlord attended the hearing.

As of 9:52 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.

Procedural History:

1. This application was adjourned from May 20, 2025, as the Landlord did not serve the Tenant with her disclosure simply uploaded her disclosure to the portal.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. As a result, the application will be dismissed for the reasons below.
2. The Landlord stated at the beginning of the hearing that she was uncertain if the Tenant was still incarnated or deported. This was based on information received.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. N5 Notice of Termination- Substantial interference

On January 1, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on January 1, 2025. The notice of termination contains the following allegations:

- January 27, 2024, at approximately 2:09 p.m., the Landlord checked the stove in the basement after smelling gas. It appears the Tenant left the stove on. The Landlord questioned the Tenant about leaving the stove on and the Tenant screamed and swore at her.
 - On August 23, 2024, the Tenant was involved in an altercation with someone in the rental unit and was again screaming and yelling.
 - On August 27, 2024, the Landlord could not sleep because the Tenant and someone in the rental unit were screaming and yelling at one another.
 - On December 30, 2024, the Tenant broke the toilet, causing water to spill all over the floor. The Landlord claimed the Tenant was drunk. The Tenant kicked the garbage bag.
 - Lastly, the Landlord testified that on April 5, 2025, the Tenant was arrested for an altercation with the basement Tenant.
5. The Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Analysis

6. Based on the evidence, documents, and testimony provided by the Landlord, he has not proven on a balance of probabilities the allegations contained in the N5 notice of termination. While the Landlord presented testimony regarding several incidents, much of the evidence relates to events that occurred prior to the issuance of the N5 notice. These earlier incidents, while potentially relevant to context, cannot form the basis for termination unless they demonstrate a continuing pattern of conduct that persisted after the notice was served and was not remedied within the statutory seven-day period.
7. The Landlord's evidence consisted primarily of dates prior to the N5 being served and only one date—April 5, 2025—after service of the N5. The N5 notice was served on January 1, 2025, and under section 64(3) of the Residential Tenancies Act, the Tenant is entitled to void the notice by correcting the behavior within seven days. The Landlord did not provide any evidence of incidents occurring during this seven-day period, nor did she demonstrate that the Tenant failed to remedy the alleged conduct. The single incident cited after the notice—April 5, 2025—occurred three months later and therefore cannot be considered in

determining whether the N5 was properly voided. Furthermore, the Landlord did not establish a causal link between this later incident and any ongoing pattern of interference that would justify termination under the Act. This gap in evidence is significant because the statutory framework requires proof that the interference continued or was not corrected during the voiding period.

8. Therefore, based on the totality of the evidence provided by the Landlord during the hearing, I am not satisfied that there has been any substantial interference with reasonable enjoyment caused by the Tenant that was not voided during the voiding period after the N5 was served. The purpose of the N5 notice is to provide the Tenant with an opportunity to correct the behavior before termination is pursued. In this case, the Landlord has not demonstrated that the Tenant failed to take corrective action within the prescribed timeframe. While the allegations, if proven, could constitute substantial interference, the lack of evidence regarding the seven-day period following service of the notice is fatal to the Landlord's claim. Additionally, the later incident in April does not revive the N5 notice or negate the Tenant's compliance during the voiding period. Consequently, the statutory requirements for termination under section 64 of the Act have not been met, and the application must be dismissed.
9. Lastly, the Landlord claimed \$2,000.00 in damages. She failed to produce any evidence to support the amount claimed.
10. For all the reasons given above, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2026
Date Issued

Anthony Bruno
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.