



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

File Number: LTB-L-084317-25

In the matter of: 248 GLENHOLME AVE
HAMILTON ON L8K3L8

Between: SAJAN SIDHU Landlord

And

ARJUN NARESH SHARMA PATEL Tenant

SAJAN SIDHU (the 'Landlord') applied for an order to terminate the tenancy and evict ARJUN NARESH SHARMA PATEL (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.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

This application was heard by videoconference on November 21, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 5, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of October 16, 2025. The notice of termination contains the following allegations:
 - September 3, 2025, at 1:02 pm, Tenant parked car overnight in the narrow back entrance area, this posed serious damage threat to the exterior and foundation of the house. This fully blocked the entry/exit of basement tenant as well.

- September 27, 2025, at 6:26 pm, despite repeated reminders that driveway parking is not included in your agreement, you continued to park on driveway and on 27th September, you were removing car parts tires, wheels other parts without proper safety causing risk.

Serious Impairment of Safety

4. The Landlord has not proven that the Tenant has seriously impaired the safety of another person by parking the car in the driveway blocking the basement Tenant's exits.
5. The Landlord submitted pictures of the Tenant car parked in the driveway.
6. The Landlord submits that a parking space in the driveway is not included in the tenancy agreement.
7. The Tenant testified that he discontinued parking in the driveway once the Landlord advised him not to. The Tenant testified that the car does not block anyone from entering or existing the house.
8. Based on the submissions of the parties, I am not satisfied, on a balance of probabilities, that on September 3, 2025, when the Tenant parked their car in the driveway, they seriously impaired the safety of another person by blocking the ability to exit. The picture submitted by the Landlord does not support that the Tenant's car blocked another Tenant from exiting the rental unit. The Tenant is parked at the side of the house, and the exit is at the back of the house.

Inconsistent Use

9. The Landlord has not proven that the Tenant has used the rental unit or the residential complex in a manner that is inconsistent with use as residential premises and that has caused or can reasonably be expected to cause significant damage.
10. The Landlord testified that the manner in which the Tenant parked their car so close to the exterior of the house, it is likely to cause serious damage.
11. Based on the submissions, I am not satisfied, on a balance of probabilities, which parking a car in a driveway is inconsistent use of the complex. People Park cars in driveways on a regular basis. If the manner in which the Tenant is parking the car is causing damage, that may be contemplated on a different notice under the Act.
12. The Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 8, 2026
Date Issued

Emily Robb
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.