



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

File Number: LTB-L-086929-25

In the matter of: 97 Mount Albion Road
Hamilton ON L8K5S7

Between: Milkha Singh Landlord

And

Abdul Omar Tenant
Halima, Abdilmalik Isak

Milkha Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Abdul Omar and Halima, Abdilmalik Isak (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.
- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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 December 17, 2025.

Only the Landlord's Legal Representative, Petar Guzina, attended the hearing.

As of 9:46 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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy will be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

3. On September 12, 2025, the Landlord served the Tenant with an N5 notice of termination. The notice alleges that the living room double pane window and the front entrance glass panel windows were broken on August 15, 2025, and September 1, 2025. It also alleges that on September 1, 2025, the Tenant failed to place weekly garbage at the curb for municipal collection.
4. Only the Landlord's legal representative attended the hearing. He stated that he did not serve the N5 notice, had no personal knowledge of the allegations, and had not been provided with any supporting material. The Landlord filed no corroborating evidence, such as direct testimony from a witness with knowledge, photographs, invoices, or inspection reports.
5. I find the N5 notice to be unduly vague. It does not identify who damaged the windows or who was responsible for the damage, and it lacks particulars necessary to inform the Tenant of the case to meet. In the absence of reliable supporting evidence, I am not satisfied on a balance of probabilities that the Tenant, another occupant, or a person the Tenant permitted into the residential complex substantially interfered with the reasonable enjoyment or the lawful rights, privileges, or interests of the Landlord or of another tenant. This portion of the application is dismissed.

Wilful or Negligent Damage

6. The N5 notice also alleges that the Tenant, another occupant, or a person the Tenant permitted caused wilful or negligent damage to the premises. For the reasons set out above, and in the absence of satisfactory proof, I am not satisfied on a balance of probabilities that the alleged damage was established. This portion of the application is dismissed.

N8 Notice of Termination

7. On September 1, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: The Tenant has persistently failed to pay the rent on the date it was due.
8. The Landlord's legal representative stated that this is a month-to-month tenancy, and the rent is due on the 1st day of each month. The monthly rent is \$ 3,400.00. The Tenant paid the rent late 6 times during the 8-month period February 2025 to August 2025.

9. The Landlord's legal representative stated that since the N8 notice of termination was served, the Tenant has continued to pay the rent late from September 2025 to December 2025. A rent statement was submitted at the hearing.
10. The Landlord is seeking a standard 11-day order for termination of the tenancy on the basis of persistent late payment of the rent. The Landlord's legal representative further stated that the Landlord had attempted to contact the Tenant on numerous occasions regarding the issue of late payment but did not receive any responses from the Tenant. The Landlord relies on the cash flow from prompt rent payments to cover the Landlord's monthly expenses.
11. On the basis of the uncontested evidence before the Board, I am satisfied, on a balance of probabilities, that the Tenant has consistently failed to pay the rent on the date it was due.

Daily compensation

12. I would note that at the hearing the Landlord's Legal Representative withdrew the Landlord's request for daily compensation as they advised that this claim was to be pursued in another application. As a result, the application is amended to remove this claim.
13. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

14. The Landlord also seeks reasonable costs of \$1,100.00 to repair the damage and replace property that was damaged and cannot be repaired.
15. For the reasons set out above, I find that the Landlord has not proven on a balance of probabilities that the Tenant, another occupant of the rental unit, or a person the Tenant permitted into the residential complex wilfully or negligently caused damage to the rental unit or the residential complex. This portion of the application is dismissed.

Relief from eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to provide evidence of their personal circumstances in support of granting relief from eviction. The Landlord is not aware of any circumstances of the Tenant that would cause the Board to delay or deny a termination of the tenancy.

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 January 20, 2026.

2. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, 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 January 21, 2026.
4. The Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Joy Xiao
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 July 21, 2026, 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.