



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-082169-24

In the matter of: 211, 68 SELKIRK ST
CALEDONIA ON N3W1L9

Between: Haldimand Norfolk Housing Corporation Landlord

And

Daniel Asher Tenant

Haldimand Norfolk Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Asher (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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on November 5, 2025.

The Landlord's representative, Paul Startek, the Landlord's agent, Trisha Feist, and the Tenant attended the hearing.

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. However, the tenancy shall continue if the Tenant meets the conditions outlined below.
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 18, 2024, the Landlord gave the Tenant an N5 notice of termination with the termination date of October 15, 2024. The notice of termination contains the following allegations: the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit by not allowing the window to be replaced from April 4, 2024 to June 12, 2024. As a result of the Tenant's substantial interference, the Landlord has incurred out of pocket expenses in the amount of \$282.50.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Tenant did not pay the out-of-pocket expense the Landlord incurred in the amount of \$282.50 – this is what the Landlord was charged by the contractors that attended the rental unit to replace the window. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord's agent, Trisha Feist ("T.F.") testified that from April 4, 2024 up to October 29, 2025, the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit by failing to allow the Landlord's contractors to replace the window in the rental unit. The Tenant did not oppose the Landlord's position, but rather testified that the repairs or renovations were not needed as the window was in perfect condition. The Landlord had originally incurred out of pocket expenses in the amount of \$282.50. Invoices were adduced at the hearing to support the Landlord's position that the contractors charged the Landlord this amount for showing up to replace the window, but the Tenant denied entry to the rental unit, even though proper notice was provided. The Tenant did not dispute this.
6. On July 15, 2024, this application was before the Board and Member Panciuk issued an interim order in which the Tenant would allow the Landlord to make repairs to the rental unit in accordance with section 20 and 27(1) of the Act. On October 29, 2025, the parties agreed the Landlord attempted to enter the rental unit to complete necessarily repairs/renovations, but the Tenant denied entry. As a result, the Landlord incurred out of pocket expenses amounting to \$1,130.00.
7. I find that the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit by failing to allow the window to be replaced. As a result, the Landlord has incurred out of pocket expenses in the amount of \$1,130.00 + \$282.50 + \$186.00 for the cost of filing the application and the Tenant shall reimburse the Landlord this amount. The Landlord adduced evidence at the hearing to support they had been charged this amount by their contractors for attending the rental unit to do the necessary replacement of the window but were not granted entry on several occasions. The Tenant agreed that he had not allowed the window replacement to occur because he felt there was no need for the window to be replaced. However, this is a decision that is to be made by the Landlord and not the Tenant.
8. Section 20(1) of the Act is clear and states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

[Emphasis added]

9. The Landlord is responsible for maintain the residential complex in a good state of repair and by replacing the windows, they are complying with this section of the Act. The Tenant preventing the Landlord from replacing the window amounts to substantial interference.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$27.70 is owing to the Tenant for the period from January 1, 2024 to November 5, 2025.
12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant testified that they are a low income individual living alone and that he was injured at work and is currently pending a WSIB compensation claim. The Tenant has a vehicle he is planning on selling to pay the Landlord for their out-of-pocket expense, but would like to continue residing in the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall allow the Landlord to do necessary repairs and renovations to the rental unit, this includes replacing the window, for a period of one year starting February 1, 2026 to January 31, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$1,412.50, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference by June 30, 2026.

5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application by June 30, 2026.
6. The total amount the Tenant must pay the Landlord is \$1,598.50.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Vishal Nanda
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.