# Order under Section 69
# Residential Tenancies Act, 2006

**File Number:** LTB-L-062113-25

**In the matter of:** 53, 140 WELLESLEY ST E
TORONTO ON M4Y1J1

**Between:** 965441 ONTARIO LIMITED — Landlord

**And**

YASSER ELSAYED — Tenant

965441 ONTARIO LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict YASSER ELSAYED (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.

965441 ONTARIO LIMITED (the 'Landlord') also applied for an order requiring YASSER ELSAYED (the 'Tenant') to pay the reasonable out-of-pocket expenses the Landlord incurred by the tenant or someone else visiting or living in the rental unit substantially interfering with the Landlord's reasonable enjoyment or lawful right, privilege or interest.

This application was heard by videoconference on October 30, 2025.

Only the Landlord's Legal Representative, Carrie Aylwin, and the Landlord's Agent, Justin Perkell, attended the hearing.

As of 9:38 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:**

Preliminary Issues: Amending the Application

1. Prior to the hearing, the Landlord served an amended application to the Tenant in accordance with Rule 15.2 of the Board's Rules of Procedure. The amendment adds a

claim totaling $152.55 for out-of-pocket expenses related to the Tenant's substantial interference with the Landlord's reasonable enjoyment or lawful right, privilege or interest, per section 88.1 of the *Residential Tenancies Act, 2006* (the 'Act').

2. The Tenant was made aware of the amended application and the exact amount being claimed and was properly served with a notice of hearing by the Board to make any submissions regarding the issue. Having considered the Landlord's submissions and the criteria for amending an application under Rule 15, the request to add the additional monetary claim for substantial interference is granted. The application has thus been amended to reflect the additional claim.

3. During the course of the hearing, the Landlord also requested an order to change the locks of the rental unit as the Tenant had changed the locks himself without the Landlord's consent and did not provide a key. The Landlord's application is based on section 64 of the Act for substantial interference and is not an L8 application under section 35 of the Act prohibiting a Tenant from changing the locks without the Landlord's consent. Therefore, the matter was not properly brought before me for consideration, and the Landlord's request is denied. However, there is nothing preventing the Landlord from otherwise changing the locks, providing a new key to the Tenant, and seeking the cost through the appropriate application.

<u>L2 Application</u>:

4. 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 is terminated, and the Tenant must pay the Landlord $338.55, inclusive of the cost of filing the application.

5. The Tenant was in possession of the rental unit on the date the application was filed.

6. On July 14, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served July 19, 2025 via mail. The notice of termination alleges that on June 12, 2025, after providing the Tenant with the requisite notice, the Property Manager and Superintendent attended the rental unit with two electricians to perform a maintenance safety repair on the electrical panel inside the unit. The Tenant refused access to the unit, becoming aggressive and angry and yelling threats at the Landlord's Agents and the electricians. The Tenant then called the police, continued using vulgar language, and again refused to grant access to the unit once the police arrived and further explained the need for the repairs.

7. The Landlord's Agent and Property Manager, Justin Perkell ('JP'), testified that the Landlord owns over 90 units within three older buildings that all require their electrical panels be updated for safety and insurance reasons. When JP attended the Tenant's unit on June 12, 2025 with the Superintendent and electricians, the Tenant came to the door shirtless and screaming that he called the police stating he was being robbed. The Tenant then used aggressive and threatening language and refused to grant JP and the others access. Six police cars soon arrived at the building, and police officers attended the unit with their guns drawn. The Tenant continued to refuse entry even after speaking with police.

8. JP testified that the electrical panels have been updated for all the other units in the residential complex except the Tenant's. The Landlord is now consequently in violation of its safety and insurance obligations as a result and risks possible fines and liability for lack of insurance coverage.

9. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Landlord provided a notice of entry for July 25, 2025, during the voiding period, to attempt the necessary electrical panel upgrade again. The Landlord's Agent testified that when they attended the unit with the electrician that day, they found a note on the door from the Tenant denying entry and stating that if the Landlord wished to access his unit, they would need an order from the Board. It was also discovered on July 25, 2025 that the Tenant had changed the locks to the unit without the Landlord's consent. JP confirmed that the necessary repairs to the Tenant's unit remain outstanding as of the date of the hearing. A copy of the notice of entry for July 25, 2025 and a picture of the note found on the Tenant's door that day were submitted as evidence. Therefore, the Tenant did not void the N5 notice of termination in accordance with subsection 64(3) of the Act.

10. Having considered the uncontested submissions and evidence before me, I am satisfied on the balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment or lawful rights, privileges, or interests of the Landlord or another tenant. I accept the Landlord's evidence that the Tenant was informed of the electrical panel upgrade and the necessity of entering the unit to perform the work. When the Tenant denied the Landlord entry after receiving notice, he consequently interfered with the Landlord's insurance interests as well as their obligation to maintain/repair the rental unit in accordance with section 20 of the Act. The Tenant's actions therefore not only potentially put his own safety at risk, but also that of the other tenants in the residential complex. Furthermore, the inability of the Landlord to complete the electrical panel upgrade also leaves the Landlord open to possible fines and other legal liability if not dealt with accordingly.

<u>Compensation for Damages</u>:

11. Section 88.1 of the Act allows a landlord to apply to the Board for an order requiring a tenant to pay the reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of the tenant substantially interfering with the landlord's reasonable enjoyment of the residential complex for all usual purposes, or with another lawful right, privilege or interest.

12. JP testified that when the Landlord attempted to enter the rental unit with notice on July 25, 2025 to upgrade the electrical panel and found the locks changed and a note denying entry by the Tenant, the Landlord was still charged for the appointment by the electrician. The Landlord submitted a copy of the invoice from Len Electronic Corp dated July 25, 2025 for $152.55 as evidence, as well as a letter to the Tenant from the Landlord dated September 8, 2025 summarizing what happened during the attempted inspection and maintenance visit and requesting payment for the July 25, 2025 invoice.

13. On the basis of the Landlord's uncontested evidence, I am satisfied on the balance of probabilities that the Landlord incurred the cost of the electrician's visit on July 25, 2025. The Tenant was provided with notice that the Landlord and electrician would be attending

the unit on that day, and no evidence was presented to show the Tenant tried to reschedule or cooperate with the Landlord regarding when the maintenance work could be carried out. I am satisfied the Tenant purposely denied entry to the rental unit, thereby directly interfering with the Landlord's interests in maintaining the rental unit in accordance with their responsibilities under section 20 of the Act and leading the Landlord to incur the expense of the failed appointment.

<u>Daily Compensation & Rent Deposit</u>:

14. The Tenant was required to pay the Landlord $3,439.90 in daily compensation for use and occupation of the rental unit for the period from August 10, 2025 to October 30, 2025.

15. Based on the monthly rent, the daily compensation is $41.95. This amount is calculated as follows: $1,275.87 x 12, divided by 365 days.

16. At the hearing, the Landlord's Legal Representative stated that the Landlord also filed an L1 application for non-payment of rent (LTB-L-071791-25). The Landlord thus requested to withdraw the daily compensation claim on the L2 application. The request is granted, and the claim is hereby withdrawn.

17. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

<u>Relief from Eviction</u>:

18. 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 postpone the eviction until February 15, 2026 pursuant to subsection 83(1)(b) of the Act.

19. The Landlord's Legal Representative stated that they were unaware of any circumstances of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to provide any evidence of their circumstances, or to dispute the Landlord's application to terminate the tenancy. However, the Landlord was willing to postpone the eviction by one month to give the Tenant more time to find other accommodation.

20. The Landlord's Legal Representative further stated that the Tenant has been given numerous opportunities to work with the Landlord and permit access to the rental unit for the necessary electrical panel upgrade, but he refuses to cooperate. The Tenant also continues to be aggressive and rude towards Landlord staff. Thus, any conditions placed on the Tenant to try and preserve the tenancy would only serve to delay the inevitable and further prejudice the Landlord.

21. Having considered the uncontested submissions before me, I am inclined to agree with the Landlord's Legal Representative. The Tenant has not shown any cooperation with the Landlord, nor was he present to explain why he denied access to the unit on several occasions. Given the Tenant's lack of good faith conduct, I am not satisfied a conditional order is appropriate in the circumstances. However, taking into account the Landlord's submissions, I do find it reasonable to postpone the eviction until February 15, 2026, to afford the Tenant additional time to secure alternate accommodation.

**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 February 15, 2026.
2. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 February 16, 2026.
4. The Tenant shall pay to the Landlord $152.55, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the Tenant's substantial interference.
5. The Tenant shall also pay to the Landlord $186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is $338.55.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

**January 13, 2026**
**Date Issued**

Fotoula Hatzantonis
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 August 16, 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.