



**Amended Order
Order under Section 31
Residential Tenancies Act, 2006
And Section 21.1 Statutory Powers Procedure Act**

Citation: Jenkins v Razban, 2026 ONLTB 375

Date: 2026-01-14

File Number: LTB-T-011156-24-AM

In the matter of: 67 CHRISTIE CRES
BARRIE ON L4N4V2

Between: Russell Jenkins Tenants
Daryien Pauze

And

Laila Razban Landlord

Amended Order

This Amended Order is issued to correct a clerical error in the original order, LTB-T-01116-24, issued on January 7, 2026. In that order, the name of the Landlord's legal representative was inadvertently misspelled. This Order is amended to reflect the correct spelling.

Russell Jenkins and Daryien Pauze (the 'Tenant') applied for an order determining that Laila Razban (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was heard by videoconference on September 3, 2025.

The Landlord, the Landlord's legal representative, T. **Sandukhchyan**, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
2. The Tenants filed their application on February 8, 2024, and they amended their application on February 3, 2025, and on August 27, 2025.

3. In their amended versions of the application, the Tenants added a number of new allegations that they could have put in the original application of February 8, 2024. In particular, allegations about installation of wifi, parking, delivery of a package. All of those allegations could have been raised by the Tenants in their original application. Therefore, I denied the amended part of the application that added wholly new allegations, and the hearing only proceeded with the amended allegations that clarified the allegations in the original application.
4. The Tenants alleged substantial interference with their reasonable enjoyment of the rental unit with respect to the Landlord's service of an "unlawful" N12 notice of termination, the Landlord's disruptive stay in the basement unit of the residential complex, and the Landlord's alleged coercion of the Tenants to sign an N11 agreement to terminate.

Unlawful N12 Notice of Termination:

5. The Tenant, R. Jenkins (RJ), testified that the Landlord served them a first N12 notice of termination in November 2023, after the parties had disagreed about the dismantling of a pantry in the rental unit.
6. It is undisputed that the Landlord was ordered by the City to undertake modifications to the rental unit because of an illegal basement suite. This resulted in the loss of a pantry in the rental unit. The parties negotiated a way to replace the space that had been lost, but the parties were unable to come to an agreement. The Tenants allege that the Landlord served them the N12 notice of termination in retaliation for the parties' disagreement about how to rectify the loss of the pantry space.
7. The Landlord said that the parties were not able to come to a resolution about the loss of space. She said that she did, in fact, serve two N12 notices of termination on the Tenants. She said that the first one, served at the end of 2023, had a clerical error. She said she then sent a second one, with a letter dated February 10, 2024, in which the letter explains that the first N12 notice of termination was unsigned as a result of a clerical error. The letter includes a second N12 notice of termination with a termination date of April 30, 2024.
8. It is undisputed that the Tenants moved out of the rental unit on March 31, 2024, and the Landlord moved into the rental unit on April 1, 2024.

Landlord's Disruptive Stays in the Basement Unit:

9. The Tenants allege that the Landlord was noisy and disruptive while staying in the basement unit, and that she intentionally attempted to interfere with them on January 5, 13, 17, and 21, 2024.
10. RJ testified that the Landlord was loud and disruptive until late at night with her guest on the weekend of January 12-14, 2024. He said that the Landlord's guest purposely spoke to their dog through the door separating the rental unit, in an attempt to "rile up" the dog. He said that on the weekend of January 21-22, 2024, the Landlord's noise was "milder",

but there was loud music, and it disturbed the Tenants.

11. It is undisputed that the Tenants never complained in writing to the Landlord about any of the incidents of noise in January 2024. RJ said that they told the Landlord they were bothered by the noise on the weekend of January 5, 2024, and she apologized and promised that it would not happen again.
12. The Landlord said that she was unaware of making noise that disturbed the Tenants, she said she received no email or other communication from them.

Coercion to Sign and N11 Agreement to Terminate:

13. RJ said that the Tenants did not move out immediately pursuant to the N12 notice they received in February 2024. He said that they tried to negotiate remaining in the unit, and they offered to raise the rent. They said that they waited for the Landlord to sign a new lease. RJ said that the Tenants explicitly told the Landlord that they were not willing to sign an N11 agreement to terminate.
14. RJ said that, nevertheless, on February 2, 2024, the Landlord sent them an N11 to sign. He said that they phoned the Landlord to inform her that they were not going to sign it. They said that it is immediately after that refusal that they received the second N12 notice.
15. The Landlord said that she did negotiate with the Tenants about staying a bit longer, and she spoke with her legal representative, and she was advised that the best way to proceed would be to have a mutually agreed end to the tenancy with the N11. She said that the Tenants told her they would not sign it, so she sent them the N12 notice.

Reasons and Analysis:

16. I find that the Tenants have not provided evidence that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household for the following reasons.
17. The Landlord served the Tenants with two N12 notices of termination because there was an error that invalidated the first one served at the end of 2023. It is undisputed that the Landlord purchased the house for her own use, and she moved into it in April 2024. The Tenants provided no evidence or circumstances that demonstrate that there was a detrimental impact upon them because the Landlord had to serve a second, valid N12 notice of termination. The Landlord served the second, valid N12 notice of termination because it was the Tenants, themselves, who were so insistent that the first one was unlawful. The Landlord bought the residential complex to live in herself, she served the correct document on the Tenants to have them vacate, and she moved in. That sequence of events does not found any hint or suspicion of retaliation. In fact, it is undisputed that the Landlord had to change the configuration of the kitchen to comply with a City order, and she attempted to negotiate a means of making up the space lost to the Tenants. The fact that there was a small period of time between removal of the pantry and service of the N12 notice of termination does not establish retaliation. In fact, it supports the Landlord's intention to move into her own house. She wanted to comply with any City orders to

comply, so that her property would be fully lawful and in compliance with all by-laws before she moved into it.

18. There is nothing at all in writing from the Tenants to the Landlord about disruptive stays in the basement. The Tenants themselves said that they did not even mention anything about disruption after the first alleged incident during the weekend of January 5, 2024. The Landlord said that the Tenants never told her anything at all. Consequently, I find that the Tenants have failed to prove, on a balance of probabilities, that the Landlord substantially interfered with their reasonable enjoyment of their rental unit by making noise and disturbance while staying in the basement unit.
19. The Tenants have not made a *prima facie* case for any type of coercion by the Landlord to have them sign an N11 agreement to terminate. Coercion is a type of persuasion by means of force or threats. The Landlord was, at all times, clear with the Tenants that she wanted to move into her house. The Landlord is lawfully permitted to evict the Tenants in order to move into her house. She served a first, unlawful N12 notice that was explicitly rejected by the Tenants because they told her it was unlawful. It is undisputed that the Landlord was then open to negotiate with the Tenants for them to stay a bit longer in the rental unit as long as they were willing to sign an N11 agreement. The Tenants explicitly rejected the N11 agreement, so the Landlord served them with an N12 notice, as was her right. The Tenants have not, themselves, testified about any force or threats. The Landlord immediately accepted the fact that the Tenants were never going to sign an N11 agreement, and it is undisputed that she did not bring it up again.

It is ordered that:

1. The Tenants' application is dismissed.

January 7, 2026
Date issued

January 14, 2026
Date Amended

Nancy Morris
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.