



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

File Number: LTB-L-083801-25

In the matter of: Basement, 221 LA ROSE AVE
ETOBICOKE ON M9P1B6

Between: Sung Ja Kim Chisholm Landlord

And

Rabab Said Ali Tenant

L1 Application

Sung Ja Kim Chisholm (the 'Landlord') applied for an order to terminate the tenancy and evict Rabab Said Ali (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

L2 Application

Sung Ja Kim Chisholm (the 'Landlord') applied for an order to terminate the tenancy and evict Rabab Said Ali (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.

This L1/L2 application was heard by videoconference on January 13, 2026.

The Landlord's legal representative, Carlos Oliveira, the Landlord, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: $\$800.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$5,100.00.
7. During the hearing, the Tenant disputed the lawful monthly rent and said it was \$500.00 and not the \$800.00 that the Landlord claimed in their notice of termination and application.
8. The Landlord disputed the Tenant's assertions and during the hearing showed the lease agreement wherein the lawful monthly rent was \$800.00. The Landlord testified that the Tenant's OW worker contacted her and said that they will be proving \$500.00 to support the Tenant for shelter allowance and the Tenant will have to make up the difference of \$300.00 owed to the Landlord. The Tenant did not dispute this in the hearing. Therefore, I find the lawful monthly rent to be \$800.00 as was claimed on the notice of termination and the L1 application.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$46.03 is owing to the Tenant for the period from September 5, 2023, to January 13, 2026.

L2 Application

12. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of January 30, 2026.
13. The Tenant was in possession of the rental unit on the date the application was filed.
14. This application is based on a second Notice of Termination (N5) served pursuant to section 68. The only inquiry the board must make with respect to the first N5 is to verify it meets the technical and substantive requirements of the Act.
15. It was undisputed that the first N5 notice here meets the technical requirements of the Act and I am satisfied that it does. The Landlord's application was based on the second N5 notice.
16. On October 1, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: On September 26, 2025, the Tenant yelled loudly from the basement, calling the Landlord a son of a bitch and later

calling the Landlord a liar. The Tenant's yelling could be heard throughout the residential complex.

17. On September 28, 2025, the Tenant argued aggressively with the Landlord shouting vulgar remarks including "I fuck white people", using offensive and abusive language in front of the Landlord and her son.
18. The Landlord testified that the Tenant consistently shouts at her, uses profane language, and calls her racist names regularly.
19. The Tenant testified that the Landlord is a "liar and Black lives matter." However, the Tenant later testified that she is on medication and does not recall if she called the Landlord any names.
20. I prefer the evidence of the Landlord because her testimony was very compelling. I believe her stated reluctance to take action until the matter continued with the Tenant swearing at her even after the first and second N5 notices were given to the Tenant. I had a hard time believing the Tenant given her inconsistencies with earlier remarks related to the lawful monthly rent and her contradictory remarks about the swearing.
21. I find that Tenant conduct in repeatedly swearing at the Landlord has substantially interfered with the Landlord's ability to reasonably enjoy her own rental unit and the residential complex in question.

Daily compensation, NSF charges, rent deposit

22. Based on the monthly rent, the daily compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
24. The Landlord collected a rent deposit of \$800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$46.03 is owing to the Tenant for the period from September 5, 2023, to January 13, 2026.
25. 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

26. The Landlord is seeking termination of tenancy.
27. During the hearing, the Tenant did not submit a repayment proposal and instead submitted that she wanted to leave the rental unit, and it is her intention to vacate in two weeks time and gave the termination date of January 29 or 30, 2026.
28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I find that the

Tenant does not seek any form or eviction relief. Under these circumstances, given the Tenant's submission, it would be unfair to the Landlord to grant the Tenant with any eviction relief.

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 30, 2026.
2. If the unit is not vacated on or before January 30, 2026, then starting January 31, 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 31, 2026.
4. The Tenant shall pay to the landlord \$3,981.87; this amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the tenant. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$26.30 per day for the use of the unit starting January 14, 2026, until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026, at 4.00% annually on the balance outstanding.

January 19, 2026

Date Issued

Teresa Hunt

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 expires on July 31, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$6,641.90
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
Less the amount of the last month's rent deposit	- \$800.00
Less the amount of the interest on the last month's rent deposit	- \$46.03
Total amount owing to the Landlord	\$3,981.87
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$26.30 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	