



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Swierkosz v Jama, 2026 ONLTB 7174

Date: 2026-01-22

File Number: LTB-L-108631-25

In the matter of: Unit 6, 311 BOWMAN ST
HAMILTON ON L8S2V4

Between: Anna Swierkosz Landlord

And

Hana Jama Tenant

Anna Swierkosz (the 'Landlord') applied for an order to terminate the tenancy and evict Hana Jama (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

Anna Swierkosz (the 'Landlord') also applied for an order requiring Hana Jama (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred 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 January 19, 2026.

Only the Landlord and the property manager Michal Gnacek attended the hearing. Abenaya Sithivinayagam and Rebecca Tran provided witness testimony for the Landlord.

As of 9:45 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The rental unit is located in a rooming house. The tenants renting rooms are students at McMaster University. The Tenant occupies Unit #6 in the basement of the house.

First N5 Notice of Termination

4. On November 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The Tenant did not void the first N5 notice.
5. The Landlord's witness A.S. testified that on November 30, 2025, while in the common area of the house, she audio recorded the Tenant disparaging the other tenants. The recording reveals the Tenant, swearing, calling them "bitches", "demonic", "crazy" and making racially discriminatory comments.
6. On December 3, 2025, the Tenant sent 34 "angry" texts to the Landlord.
7. On December 6, 2025, each of three tenants informed the Landlord that they were considering moving out because of the Tenant's unrelenting disrespectful conduct. They had been discussing the issues within the house which were related to the Tenant's recurrent aggressive behaviour.
8. The Landlord also claimed that the other tenants reported during the voiding period that the Tenant smoked marijuana in the unit and within the residential complex, contrary to the terms of the lease agreement.
9. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (the 'Act').

Second N5 Notice of Termination

10. On December 27, 2025, the Landlord gave the Tenant a second N5 notice of termination.
11. The Landlord alleges that the Tenant harassed and intimidated the other tenants.
12. The second allegation is that the Tenant left garbage and debris sitting on the property for at least one month, in contravention of the municipal bylaw.

The Landlord's evidence

13. In addition to presenting two tenants who gave oral testimony at the hearing, the Landlord submitted their written statements plus a written statement from a third (former) tenant, K.M., who did not attend the hearing.
14. The Landlord was distressed when, on December 22, 2025, the Tenant emailed her 31 times within an hour, beginning at 11:32 p.m. Many of these messages were unintelligible and the Landlord wondered if the Tenant was intoxicated. In some texts, the Tenant called the Landlord and her spouse M.G. (who manages the property) "incompetent, slaves, and "DQN" (offensive derogatory slang). The Landlord did not reply.

The evidence of R.T.

15. R.T. is a tenant who rents Unit #1. She testified that the Tenant has repeatedly made verbal slurs about her and falsely accused her of using illegal drugs when she was within the Tenant's vicinity and within hearing. She contends that the Tenant routinely refers to the tenants as "that Asian girl" or "that brown girl" and as "sluts", "whores" and "bitches".

16. She began recording the Tenant's inappropriate commentary. She submitted several recordings as evidence, which corroborate her testimony.
17. R.T. states that the Tenant has admitted to her and the other tenants, as recently as one month ago, that she smokes marijuana in the house and on the property.
18. She also testified that the Tenant routinely sleeps on the couch in the common area, taking control of that space and a shared bathroom as if she is the sole tenant. This makes R.T. uncomfortable and significantly reduces her enjoyment of the house.
19. She clearly recalls an incident on December 24, 2025, illustrative of the Tenant's ongoing, escalating harassment which is the source of R.T.'s dread and anxiety.
20. The Tenant had commandeered the common living area. R.T. testified that when she entered, the Tenant began spewing verbal abuse at her. The Tenant made false drug accusations, threatened to call the police, called her a "whore" and "bitch", and said that she would call "I.C.E." because R.T. should be deported. The tirade lasted about 50 minutes, continuing after R.T. retreated to her room.
21. Since the other tenants had gone home for the holidays, R.T. felt unsafe being alone in the house with the Tenant. She testified that she decided to leave to stay with her mother for a few days because she felt frightened. She informed the Landlord of the incident.
22. After she had returned to the house, on January 8, 2026, R.T. contacted the police on the non-emergency line late at night to report that the Tenant was disturbing the others by making excessive noise. The Tenant sounded like she was in emotional distress and R.T. was concerned for the Tenant's well-being. Another tenant reported to the Landlord that she had heard a male voice.
23. The police attended, with some delay, but by then the Tenant had fallen asleep. After the police left, the Tenant awoke and began pounding on the doors of the other tenants and throwing things around in the common living area.
24. R.T. has avoided interacting with the Tenant as much as she can. She is prepared to move out if the Tenant remains living in the house because she feels her health and studies are being detrimentally impacted to a great degree.

The evidence of A.S.

25. The tenant A.S. initially rented Unit #4 in the basement. She testified that she has regularly smelled marijuana smoke in the basement and that the Tenant is the only possible source of the smoke. She has filed several complaints about it with the Landlord.
26. She also informed the Landlord on multiple occasions that the Tenant had stolen A.S.'s personal items from the kitchen. The Tenant was the only other person using the basement kitchen.
27. When A.S. attempted to amiably talk to the Tenant about this on or about December 1, 2025, the Tenant admitted to the theft of some items, returning a few of these to A.S. She asserts that the Tenant was "very aggressive" during much of their lengthy meeting.
28. A.S. asked the Landlord if she could move upstairs, away from the Tenant's room. The Landlord agreed and relocated her to Unit #3 in the upper part of the house.

The written statement of K.M.

29. The former tenant K.M. provided a written statement to the Landlord, dated June 10, 2025, in which she describes the Tenant as having created “a hostile living environment within a month of moving into our rental house”. She referred to five incidents she documented and submitted to the Landlord as complaints between May 1, 2025 and May 25, 2025.
30. The incidents included smoking cigarettes and marijuana in the house, theft of her items from the kitchen, disturbing others by banging on their room doors, being intoxicated and acting aggressively. She stated that the other tenants are students focused on their studies and they have never caused disturbances.
31. The Landlord submits that K.M. moved out prematurely on June 3, 2025, telling the Landlord that she was ending her tenancy because of the Tenant’s improper conduct.

Substantial interference and harassment

32. Based on the evidence and submissions before the Board, I am amply persuaded that the Tenant’s conduct has substantially interfered with the Landlord’s and the other tenants’ reasonable enjoyment of the residential complex.
33. The undisputed evidence is that the Tenant has engaged in a pattern of harassment of the other tenants in the house, specifically of R.T. and A.S. This conduct was unwelcome and the Tenant ought to have known it was unwelcome.
34. Although the former tenant K.M. was not present to testify, I accept the veracity of her written statement provided to the Landlord in June 2025. I have no reason to doubt the truthfulness of the statement and it corroborates the other tenants’ testimony and gives support to the Landlord’s allegations.

Wilful or Negligent Damage

35. I am satisfied on the balance of probabilities that the Tenant or an occupant of the rental unit or a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the rental unit flooring.
36. The unchallenged evidence is that the Landlord and M.G. inspected the Tenant’s room on December 18, 2025. They observed water damage to the laminate floor, which was not present during a pre-rental inspection in May 2025.
37. They took photos of the flooring that day and presented these at the hearing. The photos depict water damage to a medium sized area, penetrating and warping the flooring.
38. The Tenant did not report this damage to the Landlord.

Compensation for damages

39. I am satisfied that the Landlord incurred reasonable costs of \$322.05 to repair the damage to the flooring, as evidenced by Home Depot receipts presented, dated December 29, 2025 and January 2, 2026.

Relief from eviction

40. The Tenant was not present at the hearing to testify to her personal circumstances.

41. From May 1, 2025 to November 29, 2025, the Landlord documented 35 complaints against the Tenant by other tenants. Several complaints were supplemented by audio recordings disclosing very troubling behaviour by the Tenant.
42. The Landlord claims that the complaints she received from other tenants since the Tenant moved in include: • Repeated screaming and late-night disturbances • Banging on doors and walls, including other tenants' unit doors • Standing outside tenants' doors to harass and intimidate them • Use of common areas to monitor, confront and intimidate other tenants • Ongoing racist, misogynistic and degrading remarks • Theft of other tenants' personal property (food, cookware, household items) • Attempts to access other tenants' rooms without permission • Conduct resulting in multiple police attendances • Conduct causing tenants to fear for their safety and restrict their movements within the home and • smoking marijuana in violation of the prohibition clause in the lease agreement.
43. The Landlord testified that R.T. and A.S. have reported feeling unsafe and have told her that they confine themselves in their rooms when the Tenant is present, to avoid any hostile encounters with the Tenant.
44. The Landlord's evidence is that two tenants have terminated their tenancies early as a direct result of the Tenant's conduct, including a tenant who just one week ago took occupancy. The new tenant has already given her notice to vacate. The existing tenants have confirmed their intention to end their tenancies early if the Tenant does not move out.
45. According to the Landlord, despite delivering repeated verbal and written warnings about her conduct, the Tenant has continued to intimidate other tenants. Neither has she stopped smoking cannabis inside the rental unit and in common areas of the house.
46. When the Landlord and M.G. served the second N5 notice, they personally explained to the Tenant what their concerns were. The Landlord's evidence is that the Tenant "attempted to deflect blame and lie" about the documented complaints.
47. I find that the harmful impact of the Tenant's behaviour on the other tenants has been substantial, particularly the discriminatory and gratuitously derogatory comments to and about other residents. The Landlord is not wrong to promote a zero-tolerance policy with respect to the kind of conduct being complained about.
48. It is apparent that the Tenant's obvious insensitivity and antagonistic conduct has affected the character of the rented house by creating a climate of apprehension, distrust and fear.
49. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 2, 2026. The Tenant must move out of the rental unit on or before February 2, 2026.
2. If the unit is not vacated on or before February 2, 2026, then starting February 3, 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 3, 2026.
4. The Tenant shall pay to the Landlord \$322.05, which represents the reasonable costs of repairing the damage.
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 \$508.05.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Elle Venhola
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 1, 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.