



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Cvetkovic v Ahad, 2026 ONLTB 7479

Date: 2026-01-29

File Number: LTB-L-083107-25

In the matter of: 1408, 340 Dixon Road
Etobicoke ON M9R1T1

Between: Miomir Cvetkovic Landlord

Jan 29, 2026

And

Abdul Ahad Tenant

Miomir Cvetkovic (the 'Landlord') applied for an order to terminate the tenancy and evict Abdul Ahad (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Miomir Cvetkovic (the 'Landlord') also applied for an order requiring Abdul Ahad (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur 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.

The Landlord's Agent/Power of Attorney Milan Cvetkovic, the Tenant and the Tenant's Agent Jannaoul Ferdous attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 5, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:
 - August 1, 2025: Unit is visited by Landlord's son. He witnessed, firsthand, damages consistent with intentional destruction of property and/or extreme misuse, not wear and tear.
4. The Landlord's Agent testified he served the Tenant the evidence package containing pictures/details of the alleged damages via email on January 12, 2026.
5. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the court held that a notice of termination must contain specific details as to the behaviour complained of including dates and times of that behaviour. Here, the notice has a date but does not detail what the specific damage being alleged is. Therefore, I find the Tenant is unable to know the case he has to defend against. The Landlord's Agent testified that the ppl also find there were no other documents served to the Tenant with the notice that would have given him knowledge of the complaints. As such, I find the N5 notice of eviction to be fatally flawed and the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 29, 2026
Date Issued

Diane Wade
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

