



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-052126-25

In the matter of: 124, 109 FIDDLER'S GREEN RD
ANCASTER ON L9G1W4

Between: CityHousing Hamilton Corporation Landlord

And

Ahmed Resit-Ali Tenant

CityHousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmed Resit-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 application was heard by videoconference on October 23, 2025.

Only the Landlord's legal representative, Nicole Milos, the Landlord's agent, Guenther Ball, and the Landlord's witness Debra Rankin attended the hearing.

As of 10:52 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 and the claim for compensation in the application. The Landlord's legal representative requested a conditional order and as such a conditional order will be issued as follows.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a 2-floor seniors complex containing 45 units.

4. On February 19, 2025, the Landlord mailed the Tenant a first, voidable N5 notice of termination (1st N5 notice) deemed served on February 24, 2025. The first N5 notice alleges that the Tenant engaged in aggressive behaviour towards site staff on January 10, 2025 and January 24, 2025 and was involved in a verbal and physical altercation with another resident on January 17, 2025.
5. The voiding period of the 1st N5 notice was for the period from February 25, 2025 to March 1, 2025. As there were no further incidents during the voiding period, the Tenant voided the 1st N5 notice and 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* (Act).
6. On June 25, 2025, the Landlord served the Tenant with a second Notice of Termination for Interference with Reasonable Enjoyment (the second N5 Notice), which was deemed served on June 30, 2025, and set a termination date of July 17, 2025. The second N5 Notice alleges that on May 27, 2025, May 28, 2025, and June 9, 2025, the Tenant engaged in aggressive, intimidating, and threatening behaviour toward the Landlord's staff, and that on May 28, 2025, the Tenant made racially offensive comments toward a staff member.
7. The Landlord's witness, Debra Rankin ("DR") is a building attendant who also resides in the residential complex. DR testified that since the beginning of the Tenant's tenancy, her interactions with the Tenant have consistently been hostile and marked by anger.
8. DR testified that the Tenant's rental unit is located on the main floor near the lobby, an area with significant foot traffic and resident activity. She stated that the Tenant frequently becomes extremely agitated, yells at other residents, growls, and bangs on his unit door.
9. DR testified that on May 27, 2025, she contacted the police (police incident #25633449) due to the Tenant's aggressive and intimidating behaviour toward her, during which he was yelling at her. DR stated that police advised the Tenant to have no further contact with her.
10. DR testified that the Tenant's behaviour causes her to feel fearful and anxious. She stated that when she encounters the Tenant in common areas, she alters her route to avoid him.
11. The Landlord also called Guenther Ball ("GB") as a witness. GB was the property manager at the time of the incidents and is currently the Landlord's Supervisor of Community Support. GB testified that the Tenant exhibits very aggressive behaviour and that the Landlord has received multiple complaints from other residents. These complaints include reports that the Tenant exits his unit to yell at children and glares at residents in a manner they find intimidating.
12. GB testified that on May 28, 2025, while he was speaking with another staff member and a resident in the lobby, the Tenant approached and aggressively accused GB of lying. GB stated that the Tenant flailed his arms, entered GB's personal space, and refused to step back until asked, causing GB to feel physically threatened.
13. GB further testified that later the same day, the Tenant left a voicemail containing racially offensive comments directed at him. GB stated that he was extremely offended by these

comments and that the Tenant's conduct made him concerned for the safety and well-being of staff and the vulnerable residents within the complex.

14. GB testified that on June 9, 2025, the Tenant entered the administrative office and began yelling aggressively about issues related to pre-authorized payments. As GB exited the area, another staff member attempted to address the Tenant, who continued to yell and intimidate the staff member through his physical presence. The Tenant was warned that continued behaviour of this nature would result in him being prohibited from attending the main office.
15. Based on the uncontested and consistent testimony of the Landlord's witnesses, I find that the Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord's staff and other residents.
16. The evidence demonstrates a pattern of aggressive, intimidating, and threatening conduct occurring on multiple occasions over a short period of time. The Tenant's behaviour included yelling, invading personal space, flailing his arms, making racially offensive remarks, and directing aggression toward both staff and residents in common areas, and even warranted police involvement and caused staff members to feel fearful, anxious, and unsafe while performing their duties and while residing in the complex.
17. I find that the Tenant's actions went beyond mere disagreement or frustration and amounted to conduct that a reasonable person would find threatening and disruptive. I find the witnesses testimony to be credible and establishes that staff altered their movements within the building to avoid the Tenant and that other residents felt intimidated, including children. This constitutes a substantial interference with reasonable enjoyment within the meaning of the *Residential Tenancies Act, 2006*.
18. The Tenant was required to pay the Landlord \$467.46 in daily compensation for use and occupation of the rental unit for the period from July 18, 2025 to October 23, 2025.
19. Based on the monthly rent, the daily compensation is \$4.77. This amount is calculated as follows: \$145.00 x 12, divided by 365 days.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.

Relief from eviction

22. At the hearing the Landlord's legal representative requested a conditional order to provide the Tenant an opportunity to correct the behaviour and salvage the tenancy. I find this request to be reasonable as the alternative would be to terminate the tenancy.
23. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the period between January 28, 2026 to January 27, 2027:
 - a) The Tenant shall not engage in any aggressive, intimidating, threatening, or harassing behaviour toward the Landlord, the Landlord's staff, or any other residents of the residential complex.
 - b) The Tenant shall not yell, glare at, approach in a confrontational manner, or otherwise intimidate the Landlord's staff or other residents in the residential complex, including in all common areas.
 - c) The Tenant shall not make any racially offensive, discriminatory, or derogatory comments toward the Landlord, the Landlord's staff, or any residents.
 - d) The Tenant shall respect the personal space of the Landlord's staff and other residents and shall not enter their personal space in a manner that could reasonably be perceived as threatening.
 - e) The Tenant shall refrain from communicating with the Landlord's staff in an abusive manner.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$467.46, which represents compensation for the use of the unit from July 18, 2025 to October 23, 2025, minus any rent payments or compensation paid by the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

Christina Philp
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.