



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-070658-25

In the matter of: 8, 935 QUEEN ST W
TORONTO ON M6J1G7

Between: 2692201 Ontario Inc. Landlord

And

Paul Malcovitch Tenant

2692201 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Malcovitch (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 December 8, 2025. Only the Landlord's legal representative Bryan Rubin, the Landlord Jeffrey Milne, and the Landlord's witness Dennis Preuss attended the hearing.

As of 1:18 p.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. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before February 9, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. On August 11, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of September 2, 2025. The notice of termination alleges that between June 4, 2025 and July 29, 2025, on various dates:
 - The tenant would play loud music;
 - Various confrontations;
 - Garbage left in the hallway;
 - Minor theft/vandalism.
4. The Landlord's witness Dennis Preuss (DP) testified that complaints about the Tenant began on June 4, 2025, with the Tenant playing loud music, and that all of the allegations listed in the N5 notice reflect true and accurate notes he took about each incident.
5. DP testified that the Tenant's behaviour is "unruly", and that the Tenant is disrespectful to DP and other tenants. More specifically, DP testified that the Tenant would leave garbage in the hallways, urinate in the parking lot, and yell in the hallways.
6. DP also gave evidence that other tenants will come to the office to report complaints, and written complaints have also been received despite not being submitted at the hearing.
7. I am satisfied based on the uncontested testimony of the Landlord's witness that the Tenant engaged in the behaviours listed in the N5 notice and this substantially interferes with other Tenants and the Landlord.
8. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The seven day voiding period ended on August 18, 2025.
9. DP testified about the following incidents during the voiding period:
 - August 14, 2025; the Tenant threw garbage in the hallway at 3:21 p.m.
 - August 15, 2025; the Tenant had not cleaned the garbage and there was "garbage everywhere" 9:00 a.m.
 - August 16, 2026 the Tenant urinated in the parking lot at 3:30 p.m.
 - August 17, 2026 the Tenant called DP names at 12:50 p.m.
 - August 18, 2025 the Tenant left garbage in the hallway at 8:45 a.m.
 - August 18, 2025 the Tenant was shooting BB guns at 8:21 p.m.
10. The Landlord's N5 notice makes a number of allegations and in order to void the N5 notice, the Tenant must stop the behaviours or correct the omissions that are the subject of the notice. Based on the evidence before me, the Tenant did not void in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act) is in relation to leaving garbage in the hallway and confrontations with the Landlord's staff.

Daily compensation, NSF charges, Rent Deposit

11. The Tenant was required to pay the Landlord \$3,524.01 in daily compensation for use and occupation of the rental unit for the period from September 3, 2025 to December 8, 2025, less any rent payments made by the Tenant for this period.
12. Based on the weekly rent, the daily compensation is \$36.33. This amount is calculated as follows: \$255.00 x 52, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction

15. DP testified that the Tenant has since purchased "BB guns" and has been shooting them into the hallway of the residential complex endangering the Landlord's staff, and other tenants. DP also gave evidence that the Tenant has continued to threaten and harass other tenants.
16. The Tenant has shown a disregard for the safety of staff and other Tenants, and the ongoing behaviours continue to substantially interfere with the Landlord and demonstrates a disregard for the reasonable enjoyment of other tenants.
17. 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 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. The Tenant must move out of the rental unit on or before February 9, 2026.
2. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 10, 2026.
4. The Tenant shall pay to the Landlord \$3,524.01, which represents compensation for the use of the unit from September 3, 2025 to December 8, 2025. The Landlord shall deduct from this amount and rent payments received for this period.
5. The Tenant shall also pay the Landlord compensation of \$36.33 per day for the use of the unit starting December 9, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$3,710.01.

8. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Kyle McGraw
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 10, 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.