



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tariq v Rasheed, 2026 ONLTB 9110

Date: 2026-01-27

File Number: LTB-L-061814-25

In the matter of: Basement Unit, 3346 BURDOCK PL
MISSISSAUGA ON L5A4B7

Between: Atifa Tariq Landlord

And

Tariq Rasheed Tenant

Atifa Tariq (the 'Landlord') applied for an order to terminate the tenancy and evict Tariq Rasheed (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

This application was heard by videoconference on November 26, 2025.

The Landlord, the Landlord's agent and spouse, Rizwan Babar, the Tenant and the Tenant's legal representative, Sohail Anwar, 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 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. The residential complex is a single-family home where the Landlord installed a door within their unit in the upper portion of the house to the basement, where the Tenant resides.
4. On July 20, 2025, the Landlord gave the Tenant an N5 Notice of termination deemed served on July 20, 2025 by sliding a copy under the Tenant's rental unit door.
5. The Notice of Termination does not contain the postal code for the rental unit, but it does identify the rental unit as the (Basement Unit). Additionally, the Landlord and the Tenant

live in the same residential complex that only contains the two unit. I do not find the missing postal code invalidates the notice on the basis that the form is otherwise substantially compliant with the Board's intended use of the form and because the notice was hand delivered to the Tenant under their rental unit door. It cannot be said that this causes confusion to the Tenant or in any way prejudices them from participating in the proceeding.

6. In accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act'), a tenant has seven days in which to void the Notice of Termination by correcting the behaviour or the error or omission within this period. In this case, the voiding period is between July 20, 2025 to July 27, 2025.
7. The behaviour complained of in the notice alleges that the Tenant caused noise late at night, attempted to enter the Landlord's unit illegally and that the Tenant was creating an unsafe living environment for the Landlord's family by smoking inside the residential complex between February 22, 2025 and as of the Notice date of July 20, 2025.
8. The Landlord confirmed that the Tenant did not attempt to enter their unit during the voiding period. They also confirmed that the Tenant was not smoking in the unit during that time.
9. The Landlord claims that the Tenant created noise on July 22, 2025 at approximately 1:00pm which caused fear to the Landlord with their young child who was playing on the floor in the living room at the time jumping and listening to music on the television. The Landlord testified that her child ran to her where she was in the kitchen cooking and states she ran to her because the Tenant must have been banging on the basement ceiling. She described the kitchen area as being six steps up from the living room. The living room floor is padded and carpeted in order to reduce the noise between the units. The Landlord led insufficient evidence that they actually heard any noise from the Tenant and relied on the behaviour of their child running towards them.
10. The Tenant disputes making any noise at all and suggests that the Landlord's N5 Notice is retaliatory based on the Tenant's asserting their rights to notice for entry by the Landlord's real-estate agent and for filing their combined T2/T6 application under LTB-T-057273-25 on July 17, 2025.
11. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
12. Although the Tenant submits that all of the allegations in the Landlord's N5 Notice is without merit, what I must determine first is whether or not I am satisfied that the N5 Notice was voided within the seven-day remedy period. If it was voided, then the Landlord is not permitted to file for termination of the tenancy based on the first notice like they have done.
13. On a balance of probabilities I prefer the Tenant's evidence and accept that no noise was made during the voiding period.

14. I do not find the Landlord's evidence credible. I have a hard time believing that the Landlord could hear any noise coming from the Tenant's unit let alone banging on their ceiling at 1:00pm on July 22, 2025 based on the evidence before me.
15. I say this because the television was on, their child was playing on a padded and carpeted floor and the Landlord was at least six steps away in another area of the house. They could not have heard the noise. They suggest that their child heard it and came running to her as a result. She also said that she scolded the child at the time which I find unreasonable if she was allegedly scared and started from noise.
16. Since the Landlord could not satisfy me that the noise persisted during the voiding period, despite being given the time to do so, I am unable to consider termination of the tenancy. The Landlord was not entitled to file an application to evict the Tenant based on a Notice of Termination that was clearly voided.
17. Accordingly, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 27, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

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