



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-067053-25

In the matter of: 1102, 3161 EGLINTON AVE E
SCARBOROUGH ON M1J2G7

Between: Best Rank Investments Inc. Landlord

And

ZULFIQAR AHMED NAQUI Tenants
SHAGUFIA NAQUI

Best Rank Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict ZULFIQAR AHMED NAQUI and SHAGUFIA NAQUI (the 'Tenants') 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

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

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

The Landlord's agent, Raana Chaudhry, the Landlord's witness, Chaminda Herath, and both Tenants 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 or their claim for substantial interference. Therefore, the application is dismissed.

2. The Tenants were in possession of the rental unit on the date the application was filed and were in possession of the rental unit as of the hearing date. The Tenants have lived in the rental unit for approximately 25 years.
3. On July 24, 2025, the Landlord gave the Tenants an N5 notice of termination with a termination date of August 13, 2025. The notice of termination alleges that on June 21, 2025 at approximately 1:20am, their CCTV footage captured the Tenants disposing of garbage improperly in front of the building by their unit. The notice also alleges that the Tenant's caused damage to the rental unit in the amount of \$100.00.
4. At the hearing, the Landlord explained that the Tenants disposed of a large mattress outside of the building and that this is in violation of the building rules. They state that the damage claim is for substantial interference costs for having to review the CCTV footage and for paying staff to dispose of the mattress in the proper location.
5. There was no evidence that the Tenants disposed of any further items during the seven days after receiving the N5 notice. Also, the \$100.00 for the alleged damages to the unit is not in fact damages. On this basis, it prejudiced the Tenants ability to void the notice because they disagreed with the \$100.00 penalty fee. This is clearly not a fee associated with any damages.
6. Accordingly, since the Tenants did not place any further garbage items outside the unit within the seven days after receiving the notice, they voided the notice. Meaning, that the Landlord was not entitled to file for termination of the tenancy with respect to their damage claim which they agreed is not for actual damages.
7. As part of the Landlord's L2 application, the Landlord claims \$100.00 in the section regarding substantial interference costs. However, based on the evidence before me presented at the hearing, I am not satisfied that these costs are associated with "substantial" interference for the following reasons.
8. Firstly, this is an ongoing long-standing tenancy for some 25 years. The only other evidence offered at the hearing with improper disposal of garbage was an incident in December of 2022 where the Tenants left an envelope addressed to themselves outside of the garbage disposal bin.
9. Two incidents of improper disposal of garbage over a span of two and a half years does not constitute a substantial interference. These were the only two incidents noted over the 25 year span of the tenancy. The Landlord has not established an ongoing pattern of conduct relating to the interference by the Tenants.
10. Also, the amount claimed for substantial interference is in actual fact a penalty for improper garbage disposal which is a charge prohibited under subsection 134(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). It is clearly a "penalty" for a garbage disposal violation as stated in the Landlord's letter to the Tenants dated June 23, 2025 which accompanied the N5 notice.
11. The Landlord filed their L2 application claiming substantial interference costs which are covered under section 88.1 of the Act.

12. In part, subsection 88.1(1) reads that a landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,

(i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or

(ii) another lawful right, privilege or interest of the landlord;

13. Subsection 88.1(4) states that the costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of an interference described in clause (1)(a) and do not include costs that the landlord may recover in an application under section 88.2 or 89 (unpaid utilities or damages).

14. Out-of-pocket expenses are quantifiable costs in which a landlord has or will incur. Generally, these costs are established with receipts or invoices or quotes. The Landlord provided no receipts. They submit it was their cost to pay employees. They did not have a receipt for the disposal costs for the furniture because there were no out-of-pocket costs associated with them.

15. Accordingly, having not proved the grounds in the application it must be dismissed.

16. While it may be troublesome and inconvenient for the Landlord to have had to dispose of the mattress of the Tenants, and while I would not condone such future conduct occurring, their failure to establish the “substantial” interference element based on an ongoing pattern of conduct by the Tenants in these circumstances is the reason their application must fail.

It is ordered that:

1. The Landlord’s application is dismissed.

January 27, 2026

Date Issued

Terri van Huisstede

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.