



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-055023-25

In the matter of: 147 ROYAL AVE
HAMILTON ON L8S2C8

Between: HAYET SAHBANI Landlord

And

ALISHA SARWAR Tenant

HAYET SAHBANI (the 'Landlord') applied for an order to terminate the tenancy and evict ALISHA SARWAR (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;

HAYET SAHBANI (the 'Landlord') also applied for an order requiring ALISHA SARWAR (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 October 22, 2025.

The Landlord's Agent Omer Forzley and the Tenant Alisha Sarwar 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 April 9, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination which alleged that the Tenant wilfully or negligently damaged the rental unit. 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).
4. On June 18, 2025, the Landlord gave the Tenant a second N5 notice of termination. The second notice of termination alleged that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant by, along with their guests, causing excessive noise in the rental unit.

5. The Landlord's application seeks compensation for damages to the rental unit and termination of the tenancy on the basis of the substantial interference.
6. The Landlord's evidence regarding the alleged noise consisted of testimony that on June 18, 2025, individuals associated with the Tenant were walking up and down the stairway, slamming kitchen cupboards and doors, and creating noise late at night. I note the Landlord was not present during this incident, but rather they relied on a text message from a former tenant stating that the noise was loud and disturbing and that they were unable to sleep.
7. The Tenant testified that the rental unit is a shared accommodation, that other individuals were present in the common areas when she returned home that evening, and that the activities complained of involved ordinary use of the shared kitchen and stairway, including putting away food and allowing her parents to use the stairs. The Tenant denied that the noise was excessive.
8. On the basis of the limited evidence before the Board, I am not satisfied on a balance of probabilities that the noise alleged rose to the level of substantial interference with reasonable enjoyment as required to support termination under a second N5 notice. The evidence consisted primarily of generalized assertions and a single text message, without corroborating details, or testimony establishing duration, intensity, or frequency. In my view, the Landlord has not met their evidentiary burden.
9. The Landlord also sought compensation for alleged damage to flooring. However, no invoices, estimates, photographs, or other reliable evidence were submitted to establish that damage occurred or to justify the amount claimed. The Landlord testified that the amount was calculated based on online research. I find this evidence insufficient to establish the claim on a balance of probabilities.
10. Accordingly, the Landlord's application, including both the request for termination and the monetary claim, must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 3, 2026
Date Issued

Kyle Anderson
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.