



Order under Sections 69 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-084671-25

In the matter of: PH-116, 18 Harding Blvd
Richmond Hill ON L4C0T3

Between: Rupinderjit Kaur Cheema Landlord

And

Farzam Tajallinasr Tenant
Marzieh Fayazi

Rupinderjit Kaur Cheema (the 'Landlord') applied for an order to terminate the tenancy and evict Farzam Tajallinasr and Marzieh Fayazi (hereafter collectively referred to as the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises;¹
- the Tenant has been persistently late in paying the Tenant's rent;²
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.³

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Furthermore, the Landlord applied for an order requiring 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 willfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.⁴

This application was heard by videoconference on January 8, 2026.

The Landlord's Agent, Kuljeet Cheema ('K.J'), the Landlord's Legal Representative, Janet van Oordt, the tenant, Farzam Tajallinasr ('F.T'), and the Tenant's Legal Representative, Mostafa Mokhtari, attended the hearing.

¹ Section 62 of the *Residential Tenancies Act, 2006*.

² Section 58 of the *Residential Tenancies Act, 2006*.

³ Section 48 of the *Residential Tenancies Act, 2006*.

⁴ Section 89 of the *Residential Tenancies Act, 2006*.

The Board was assisted by an English-Farsi interpreter, Sara Akrami.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Wilful or Negligent Damage

a) Landlord's Evidence

2. On September 25, 2025, the Landlord gave the Tenant an N5 Notice of Termination deemed served on September 26, 2025, with a termination date of October 20, 2025 (hereafter referred to as the 'N5 Notice'). The N5 Notice alleges that the locking mechanism of the front door of the rental unit was broken, leading to the condominium association making arrangements to replace the lock, which led to the Landlord incurring costs of \$653.08.
3. K.J testified that the rental unit is located in a condo-building, and that they were contacted by the condominium association on February 12, 2025, and advised that the lock o the front door of the rental unit was damaged, which represented a security concern.
4. K.J stated that the Tenant never reported any issues with respect to the lock. The Landlord was therefore unaware as to how long the lock was damaged.
5. K.J indicated that upon being contacted by the condominium association, the Landlord attempted to reach out to the Tenant in order to try to understand what occurred with the lock. They were unable to speak with the Tenant.
6. K.J stated that due to the security concern, the condominium association advised them that they were going to repair the lock on their behalf. This led to the Landlord being charged \$653.08 by the condominium association, as it appears from a copy of the invoice from *FirstService Residential Ontario*, dated April 9, 2025 (DOC-7103784; Exhibit 1).
7. The Landlord is of the position that the Tenant acted negligently by failing to report any damages to the lock to the Landlord, and that their failure to do so led to the Landlord being unable to mitigate their damages and therefore led to them being unduly charged the amount of \$653.08 (Exhibit 1).
8. The Landlord submits that the Tenant did not void the N5 Notice in accordance with subsection 62(3) of the *Residential Tenancies Act, 2006* (the 'Act') as they have not made any payments to the Landlord towards the costs of \$653.08, nor did they attempt to establish a repayment plan with the Landlord to pay this amount (Exhibit 1).
9. Under cross-examination, the Landlord's Agent indicated that they were not provided any information as to the nature or cause of the damage to the locking mechanism. They are only aware that the damage was reported on February 12, 2025.

b) Tenant's Evidence

10. F.T testified that they moved into the rental unit in 2016. They had the same locking mechanism for the front door of their rental unit from the beginning of their tenancy until the incident leading to the lock being changed.
11. F.T indicated that on the day that the locking mechanism malfunctioned, they were looking to exit the rental unit in order to accompany their children to school, but were unable to exit the rental unit due to the locking mechanism not working as intended. They were stuck inside of the rental unit.
12. F.T stated that they contacted the emergency number they were provided, which led them to speaking with the condominium's security agent.
13. F.T indicated that the security agent advised them that they would be contacting the Landlord on their behalf, in addition to contacting a locksmith in order to replace the lock as soon as possible.
14. Under cross-examination, F.T reiterated they did not call the Landlord on the day of the incident as they were advised by the security agent that the Landlord was to be contacted by the condominium association.

c) Analysis

15. On the basis of the evidence and submissions before me, I am not satisfied, on a balance of probabilities, that the Tenant (another occupant of the rental unit or someone the Tenant permitted in the residential complex) has willfully or negligently caused damage to the rental unit's locking mechanism.
16. Indeed, while the parties agreed that the locking mechanism malfunctioned and was required to be changed, the Landlord led no evidence as to the cause of the damage, and more specifically with respect to the actions or conduct of the Tenant, their occupants or guest, which would have led to the lock being damaged.
17. In fact, the Landlord's submissions were more akin to a claim that the Tenant substantially interfered with their lawful rights, privileges or interests⁵ by failing to advise them of the locking issue. This, however, did not form the basis for which they gave the Tenant the N5 Notice, which was served pursuant to section 62 of the Act.
18. As the Landlord limited their submissions to general accusatory statements that were not corroborated by any supporting evidence or details, I find that the Landlord failed to meet the burden of proof to establish their claim.
19. Accordingly, the Landlord request for an order terminating the tenancy and evicting the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex willfully or negligently caused damage to the premises, is dismissed.

⁵ Section 64 of the *Residential Tenancies Act, 2006*.

Compensation for damages

20. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex willfully or negligently caused undue damage to the rental unit or residential complex⁶.
21. Accordingly, the Landlord's request for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred to repair or replace undue damage to property, is dismissed.

N8 Notice of Termination – Persistent Late Payment

22. On October 2, 2025, the Landlord gave the Tenant an N8 Notice of Termination deemed served on October 3, 2025, with a termination date of December 31, 2025 (hereafter referred to as the 'N8 Notice'). The N8 Notice alleges that the Tenant has persistently failed to pay the rent on the date it was due.
23. The parties agreed that the lawful monthly rent is due on the first (1st) day of each month.
24. At the hearing, the parties agreed to resolve this portion of the application on consent, with the Tenant agreeing to pay the Landlord the lawful monthly rent in full and on time, as it becomes due on the first (1st) day of the month, from February 1, 2026, to January 31, 2027.
25. The parties also agreed that should the Tenant fail to pay the Landlord the lawful monthly rent in full and on time, as it becomes due on the first (1st) day of the month, from February 1, 2026, to January 31, 2027, the Landlord may, within thirty (30) days of such a breach and with no further notice to the Tenant, apply to the Board under section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

N12 Notice of Termination – Landlord's Residential Occupation

26. On September 25, 2025, the Landlord gave the Tenant an N12 Notice of Termination deemed served on September 26, 2025, with a termination date of November 30, 2025 (hereafter referred to as the 'N12 Notice'). The Landlord claims that they require vacant possession of the rental unit for the purpose of their own residential occupation.
27. At the hearing, the Landlord requested the permission of the Board to amend their application, as they no longer sought an order terminating the tenancy and evicting the Tenant on the basis that the Landlord, in good faith, requires possession of the rental unit for the purpose of residential occupation for at least one year.
28. The Tenant was not opposed to the Landlord's amendment request.
29. Pursuant to subsection 200(1) of the Act and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request.

⁶ Order LTB-L-084671-25, issued on February 9, 2026, paragraphs 15 to 19.

30. Accordingly, the Landlord's request for an order terminating the tenancy and evicting the Tenant on the basis that the Landlord, in good faith, requires possession of the rental unit for the purpose of their own residential occupation for at least one year, is dismissed.

It is ordered that:

1. Pursuant to the consent between the parties, the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Starting February 1, 2026, and continuing through January 31, 2027, the Tenant shall pay to the Landlord the lawful monthly rent, in full and on time, as it becomes due on the first (1st) day of the month.
3. If the Tenant fails to make any one of the payments in accordance with paragraph 2 of this order, the Landlord may, within thirty (30) days of the breach and without notice to the Tenant, apply to the Board under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant.

February 9, 2026
Date Issued

Alexandre Traboulsi
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.