



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

File Number: LTB-L-089917-25

In the matter of: 1811, 43 THORNCLIFFE PARK DR
TORONTO ON M4H1J4

Between: Morguard Corporation Landlord

And

Ahmad Zia Ansari Tenant
Yegana Ansari

Morguard Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmad Zia Ansari and Yegana Ansari (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 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 claimed compensation for each day the Tenant remained in the unit after the termination date.

Morguard Corporation (the 'Landlord') also applied for an order requiring Ahmad Zia Ansari and Yegana Ansari (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 January 12, 2026.

Only the Landlord's Agent, Milagros Lapak, and the Landlord's Legal Representative, Natalia Abiniakine, attended the hearing.

As of 9:54 a.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 Tenant shall pay to the Landlord \$1,790.60 on or before March 14, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination:

3. On September 3, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenants, their occupants or guests substantially interfered with the reasonable enjoyment of the Landlord and wilfully or negligently caused damage. On September 3, 2024 the Landlord observed that the doors within the rental unit were either damaged or missing, and the costs to fix the damage was \$1,604.60
4. The Landlord did not provide evidence that the Tenant did not stop the conduct or activity within 7 days of receiving the N5 notice of termination. Therefore, the Tenant voided the N5 notice of termination as it related to substantial interference in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord testified that the Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination as it related to wilful or negligent damage caused by the Tenant, their occupant or their guest in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

Compensation for Damages:

6. I accept the Landlord's evidence, which was supported by an invoice, that they incurred out of pocket costs of \$1,604.60 to replace or repair the doors that the Tenant or their occupant or guest wilfully or negligently damaged. I find this amount to be reasonable, and order it below.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations:

8. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant.
9. The Landlord was seeking for the Tenant to pay the costs of the damage within 30 days of the order pursuant to section 78.
10. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$1,604.60 for the costs of the wilful and negligent damage.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 on or before March 14, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the filing fee.
5. If the Tenant fails to comply with any of the conditions set out in paragraphs 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

February 12, 2026
Date Issued

Allana McComb
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.