



Order under Section 69 Residential Tenancies Act, 2006

Citation: Karimova v Gibson, 2026 ONLTB 15764

Date: 2026-02-23

File Number: LTB-L-107201-25 & LTB-L-104473-25

In the matter of: Private Room #1, First Floor, 40 Crispin
Crescent North York ON M2R2V7

Between: Khatira Karimova Landlords
Mikayil Rzayev

And

Heather E Gibson Tenants
Amir Teymour Rahmani

Khatira Karimova and Mikayil Rzayev (the 'Landlords') applied for an order to terminate the tenancy and evict Heather E Gibson and Amir Teymour Rahmani (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant (N5)
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex (N7)

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 27, 2026 at 2:12 p.m.

Only the Landlords Khatira Karimova, Mikayil Rzayev and the Landlord's representative Marian Lippa attended the hearing. Sahin Ucar also attended the hearing as a witness for the Landlord.

As of 2:12 p.m., the Tenants were 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlords have not proven on a balance of probabilities the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex have seriously impaired the safety of any person and the act or omission occurred in the residential complex; however, the Landlords have proven the grounds for termination of the tenancy on a balance of probabilities that the Tenants substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant. Therefore, the tenancy between the Landlords and the Tenants is terminated on March 6, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants' rental unit is located on the first floor of a residential complex containing a total of seven units. There is also a common use kitchen located on the first floor of the residential complex.

N7 Notice of Termination

4. On December 9, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice alleges the following:
 - On October 1, 2025, at approximately 9:50 p.m. the Tenant, Ms. Gibson, left their cooking unattended caused the residential complex to fill with smoke and a strong odour;
 - On October 9, 2025 at approximately 6:30 a.m. the Landlord received a report that the Tenants have been leaving the front door open;
 - On November 11, 2025 at approximately 2:30 p.m. the Tenant, Ms. Gibson, caused a fire to a pillow;
 - On December 2, 2025 at approximately 6:00 a.m. the Tenant, Ms. Gibson, left the stove unattended cooking burning a pot triggering the smoke alarm.

Serious Impairment of Safety

5. Section 66(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides a notice of termination may be given if an act of the Tenant seriously impairs or has seriously impaired the safety of another person.

Landlord's evidence

6. The Landlord Ms. Karimova ("KK") testified the Tenants were responsible for the incidents described in the N7 notice of termination. KK testified that on October 1, 2025 and December 2, 2025 the Tenant Ms. Gibson ("HG") left cooking unattended on the stove which resulted in smoke in the residential complex and the smoke alarm being triggered. KK further testified she was informed of these incidents by other tenants and that

photographs were taken on October 1, 2025 by Shagin Ucar ("SU"), which were entered into evidence. The photographs show a pot containing overcooked food with visible charring.

7. With respect to October 9, 2025, KK testified she received a report from another tenant that the Tenants, namely HG, had been leaving the main door open. KK did not personally witness this incident but relied on information provided by another tenant.
8. With respect to November 11, 2025, KK testified that HG caused a pillow to catch fire. Entered into evidence were photographs showing two pillows with burn marks placed outside of the residential complex. KK testified that she was notified of the incident by another tenant and that correspondence between another tenant and the Landlord Mr. Rahmani regarding the incident was submitted as documentary evidence.
9. KK further testified that she was not personally present during any of the incidents described in the N7 notice and relied on reports from other tenants in the residential complex.
10. SU also attended the hearing as a witness and confirmed that he took photographs on October 1, 2025 of the pot containing overcooked food and that he heard the fire alarm on that date. SU further testified he would regularly find the door open after HG would be outside smoking, and that as a result of both this behaviour as well as the Tenant's cooking, he felt unsafe.

Analysis

11. With respect to the serious impairment of safety, Section 66(1) of *the Act* states:

A landlord may give a tenant a notice of termination if,

- (a) an act or omission of the tenant an occupant or a person permitted in the residential complex seriously impairs or impaired the safety of another person; and
 - (b) the act or omission complained of occurs in the residential complex.
12. In order to be successful on this ground, the Landlord must establish that the effect of the actions of the Tenant threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the actions of the tenant put someone at serious risk of physical harm. Not every risk of physical harm to another person will meet the test, as the impairment of safety must be serious.
 13. Based on the testimony of KK and the evidence before me, the Landlord does not establish that there is a serious impairment of safety through the incidents listed in the notice of termination.

14. With respect to the October 1, 2025 and December 2, 2025 cooking related incidents, there is some evidence that the Tenant has more than once left the stove burner on unattended – overcooking food, resulting in smoke inside the unit; however, the Landlord has not persuaded me that on a balance of probabilities, anyone's safety has been or was seriously impaired. The Landlord led insufficient documentary evidence to support their claim the Tenant's behaviour, in either case was serious. The Landlord's best evidence, photographs dated October 1, 2025, do not show any smoke, nor fire – only overcooked food with some charring - therefore I find it does not align with the testimony provided at the hearing. I also apply very little weight to the Landlord's hearsay testimony as Ms. Karimova was not present for these incidents. While a residential fire is certainly dangerous and poses a risk of physical harm, in this case I find the triggering of a smoke alarm is not sufficient evidence to support the claim of a serious impairment of safety.
15. With respect to the October 9, 2025 allegation regarding the Tenant leaving the door open, there was no evidence submitted that showed anyone's safety has been or was seriously impaired as a result of this behaviour.
16. With respect to the November 11, 2025 incident, while I accept the Landlord's documentary evidence which clearly shows two pillows with burn marks laying on the ground outside of the residential complex, I do not accept that the Landlord sufficiently proved the Tenant's behaviour seriously impaired the safety of the others in the rental unit. I apply very little weight to the Landlord's hearsay testimony as Ms. Karimova was not present for this incident. The correspondence entered into evidence was between another tenant and the Landlord Mr. Rahmani, who did not testify to the incident at the hearing. As such, with no additional evidence, I find there is insufficient evidence to support this portion of the claim.
17. The Landlord has the burden of proving the allegations in the N7 Notice. I find the Landlord has failed to establish on a balance of probabilities serious impairment, through testimony or through the supporting documentation, this portion of the Landlord's L2 application must be dismissed.

N5 Notice of Termination - Substantial interference

18. On December 9, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of other tenants based on noise and other behaviour related complaints received between September 25, 2025 and December 6, 2025.

Landlord's evidence

19. KK testified she received frequent complaints from multiple other tenants in the residential complex about the Tenant's behaviour. Entered into evidence were a series of correspondence, audio and video recordings between September 23, 2025 and December 9, 2025 from other tenants, Shagin Ucar ("SU"), Najmeh Goimakani ("NG"), Rebecca Nikkazi ("RN"), Heth Patel ("HP"), Divya Prajapati ("DP") regarding the following incidents:

<u>Date</u>	<u>Complaining tenant</u>	<u>Nature of complaint</u>
September 23 – 27	SU, NG	Noise, mess/trash, cooking
September 30	NG	Noise
October 9, 25	NG	Noise
November 11	HP, SU	Noise, mess/trash
November 26	NG	Adjusted thermostat
November 29	NG	Noise
December 6	HP, SU, RN	Noise
December 9	DP	Noise

20. KK further alleged that the Tenants damaged the front door and the bathroom mirror in the residential complex during this period.
21. SU testified that the Tenants were regularly loud in the residential complex, arguing, slamming doors; in particular HG, and that he would submit his complaints directly to the Landlord by text message when these incidents occurred, as noted in paragraph 19. SU further testified that the noisy behaviour happens during the day and late at night where it interferes with his sleep.
22. The Tenants did not stop the conduct within seven days after receiving the N5 notice of termination. In this case, the voiding period was between December 10, 2025 and December 17, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of *the Act*.
23. KK testified that the Tenant's actions continued after the Notice as served, and that she continued to receive complaints from other tenants about noise and behaviour. Entered into evidence was text message correspondence dated December 11, 2025 from Rebecca Nikkazi ("RN"), a second-floor tenant, complaining the Tenant was banging doors and plates making excessive noise. KK further testified that RN provided notice on December 31, 2025 to vacate the unit as a result, in part, of the behaviour.
24. SU further testified that the behaviour did not stop during the voiding period and that the Tenants regularly talk to themselves, argue late at night, and slam the door causing disturbances. SU further testified that the noisy behaviour happens both during the day and late at night and it interferes with his sleep.
25. KK testified the behaviour is ongoing and that she continues to receive complaints. Also entered into evidence were audio recordings of the Tenants yelling in the rental unit dated December 25, 2025, recorded by NG, submitted to the Landlord's as part of the regular complaint reports.

Analysis

26. The Landlord bears the burden of proving the merits of their claims on a balance of probabilities, and I find based on the all the evidence before me that the Landlord has met the burden of proof that the Tenant's conduct substantially interfered with a lawful right, privilege or interest of the Landlord or other tenants.

27. I find it is more likely than not, the Tenants were noisy, yelling and slamming doors on several occasions between September 23 and December 9, 2025 and did not stop the behaviour despite being served with a N5 notice of termination. The Landlord's witness testified the behaviour was frequent and ongoing which was supported by correspondence as well as audio recordings which I find sufficient to meet the threshold of substantial interference.
28. The Landlord's evidence establishes that the behaviour exhibited by the Tenants specifically the volume of the noise, and the frequency of noise, and frequency of inappropriate behaviour (yelling and slamming the door) has had a significant impact on the other tenants in the residential complex. The Landlord also established through their testimony, at least one tenant has vacated, or is in the process of vacating, the rental unit as a result of the Tenant's behaviour, and should the Tenants remain in the unit I find other tenants in the residential complex may leave as a result of the noise and behavioural issues caused by the Tenant, thus risking future rental income loss for the Landlord.
29. I also find that the Landlord has taken steps to attempt to mitigate the impact of the behaviour, and thus preserve the tenancy. KK testified she has spoken directly with the Tenant, HG, about the behaviour; however, these steps in addition to the N5 Notice have not been successful in curtailing or reducing the impact of the Tenant's noise or behavioural issues which I find are ongoing.
30. A Landlord does not have to prove all of the allegations in the notice amounted to substantial interference, only one. Given this finding, it is neither necessary nor appropriate for me to make any determination regarding whether the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant regarding the allegations of breaking the front door or the mirror. I therefore make no findings on these other allegations.

Daily compensation, NSF charges, rent deposit

31. The Tenant was required to pay the Landlord \$1,144.05 in daily compensation for use and occupation of the rental unit for the period from December 30, 2025 to January 27, 2026.
32. Based on the monthly rent, the daily compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
33. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
34. The Landlord collected a rent deposit of \$1,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$22.00 is owing to the Tenant for the period from March 15, 2025.
35. The amount of the rent deposit and interest on the rent deposit is applied to the amount the parties are required to pay in this order.

Relief from eviction

36. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of *the Act*.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of March 6, 2026 as a result of substantial interference. The Tenants shall move out of the unit on or before March 6, 2026, returning vacant possession of the unit to the Landlords.
2. If the unit is not vacated on or before March 6, 2026, then starting March 7, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after March 7, 2026.
4. The Tenants shall pay to the Landlords \$186.00 for the cost of filing the application.
5. The Landlords owe \$1,222.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
6. The total amount the Landlords must pay the Tenant is \$1,036.00.
7. If the Landlords do not pay the Tenants the full amount owing on or before March 6, 2026, the Landlords will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Greg Witt
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.

In accordance with section 81 of *the Act*, the part of this order relating to the eviction of the Tenant expires on September 7, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.