



Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006

Citation: IMDAD v JACKSON, 2026 ONLTB 16135

Date: 2026-02-23

File Number: LTB-L-005122-26

In the matter of: 34127 GRANTON LINE
GRANTON ON N0M1V0

Between: NASRINA IMDAD Landlord
AZIZ QAZI

And

ROBERT JACKSON Tenants
TORI RIORDAN

NASRINA IMDAD and AZIZ QAZI (the 'Landlord') applied for an order to terminate the tenancy and evict ROBERT JACKSON and TORI RIORDAN (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 Landlord or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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.

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

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

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 Tenants' conduct or that of another occupant of the rental unit or someone the Tenants 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 February 17, 2026.

The Landlord Aziz Qazi, the Landlord's representative Teri Landriault, and the Tenants attended the hearing.

Determinations:

Late Disclosure, the Tenants' Participation in the Hearing, and the Tenants Adjournment Request

1. The Tenant Robert Jackson stated at the hearing that he has PTSD, dyslexia, and an autoimmune disease. Mr. Jackson indicated that he was having trouble testifying and wanted a written statement prepared by the other Tenant Ms. Riordan (DOC-7363134) to go in as the Tenants' evidence. Mr. Jackson indicated that the other tenant could not testify because she also has health conditions and was dealing with childcare. As an accommodation for Mr. Jackson's disabilities, I allowed the written statement to go in as the Tenants' evidence. Mr. Jackson indicated that he could not personally read it aloud due to his dyslexia, so I read it into the recording.
2. The Landlord was permitted to cross examine Mr. Jackson on the statement. While the Landlord raised a concern that the statement had not previously been disclosed, the Board does not require will say statements from witnesses. As such whether Mr. Jackson testified or provided a written statement, the Landlord would not have had advance notice of what he was going to say. Therefore, the written statement did not increase unfairness or prejudice to the Landlord.
3. The Tenants did not raise until late into the hearing that they did not have enough time to prepare for the hearing. I denied the Tenants' adjournment request.
4. The notice of hearing was sent to the Tenants on January 30, 2026. While the Tenants received less notice than typical (because the Landlord's request for expeditious scheduling was granted) I found that they had sufficient time to prepare. While I did consider that Mr. Jackson's disability might have impacted his ability to prepare, the Tenants were able to prepare a lengthy written statement within the time required. I was therefore not satisfied that the Tenants could not have filed and submitted their evidence. I allowed the Tenants to rely upon a video during the hearing that was not previously disclosed or uploaded to the file. As such the Tenants were able to rely upon some of their evidence. I found it to be unreasonable to adjourn the proceeding to give the Tenant time to gather more evidence they could and should have prepared for the hearing.
5. I also found that an adjournment would prejudice the Landlord who has raised serious allegations that required being heard expeditiously.

The Application

6. 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 tenancy is terminated on March 31, 2026, and the Tenants shall pay the Landlord \$586.00.

N5 Notice

7. On January 9, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleges that the Tenants have substantially interfered with the Landlord's lawful, rights, privileges, and interests and have caused willful or negligent damage to the rental unit.

Removal and Damage to a Fireplace

8. The Landlord states on the N5 notice of termination that the Tenants removed a propane fireplace from the rental unit without consent and damaged it. The Landlord testified that the rental unit primary bedroom had a propane fireplace in working condition. The Landlord testified that on November 5, 2025, he noticed that the Tenants had removed the fireplace and left it in front of the garage. The Landlord testified that the fireplace is damaged because there are now pipes missing and he will need a licensed HVAC technician to reinstall it.
9. The Tenants did not void this claim on the N5 notice because they did not pay for the damages, repair the fireplace, or reinstall it into the rental unit. The Tenants written statement acknowledges that the fireplace remains in the garage and has not been reinstalled.
10. In their written statement the Tenants say that the fireplace was moved to the landlord's garage at the Landlord's request in late summer of 2025 as it was not connected, non-functional, and had no ducting or gas connections. The Tenants state that in late summer 2025, Mr. Jackson inspected the fireplace and discovered the exterior gas line capped, despite pipes still being hazardously and incorrectly mounted to the home. The Tenants state that Mr. Jackson informed the Landlord of these findings. The Tenants state that they were later informed by a family member who is a licensed gas technician that the fireplace in question was an outdoor open-face, completely unvented propane unit. The Tenants state that the Landlord permitted them to remove the detached hanging pipes.
11. I accept the Landlord's evidence that the fireplace was removed without their consent, that pipes have been removed, and that reinstalling it will require a licenced HVAC technician. I found the Landlord's evidence to be credible as it was consistent, offered in a forthright manner, and was not shaken through cross examination. In contrast I did not find the Tenants' evidence to be credible. The Tenant Mr. Jackson was evasive when asked for the credentials and name of the family member who allegedly inspected the fireplace. Mr. Jackson then said that his uncle is the person who gave an opinion on the fireplace but that he never actually attended the property to examine the fireplace. The Tenant just told his uncle about the fireplace. Mr. Jackson also testified that his uncle is actually a mechanic not a licenced gas technician as stated in the written statement.
12. There was no evidence of any consent to remove the fireplace being provided in writing. In light of the conflicting evidence about whether the Landlord consented to the removal of the fireplace, and whether it posed a safety hazard, and my credibility concerns about the Tenants' testimony I'm not satisfied by the Tenants' statement alone.

13. I find that removing the fireplace both substantially interfered with the Landlord's lawful right, privilege, or interest, and was wilful damage. The Landlord is now going to have to incur costs to reinstall the fireplace and replace the missing pipes.

Refusal and Interference with Entries

14. The N5 notice states that on January 7, 2026, the Tenants refused entry to the Landlord to do an inspection and to replace the smoke detectors in the home.
15. The Landlord's evidence package indicates that he served notice of entry on January 5, 2026, for a January 7, 2026, entry (DOC-7347186, page 1). A copy of the notice was provided (DOC-7347186, page 2). The Tenants deny receiving this notice and say that video surveillance proves their claim. However, the Tenants did not provide a copy of that video surveillance. I accept the Landlord's evidence that the notice was served.
16. The Tenants' concern about this notice is that the Landlord put the date of entry as the date of the notice. I find this to be a clerical error. The notice read as a whole is clear about what was to occur. I find this to be a valid notice of entry. Adequate notice was provided, the notice states the reason for the visit and provides a reasonable time window for the entry. The Tenants concern about the notice demonstrates that the Tenants are looking for excuses to not allow the Landlord to enter the rental unit.
17. The Landlord testified that when he arrived at the rental unit the Tenants told him he is not welcome to do the inspection and that they did not know which fire alarm was being referred to. The Landlord testified that after he left the property, he called the fire department, and that he then returned to the rental unit on the same day with the Fire Chief. The Tenants eventually after significant time and difficulty allowed the Landlord and Fire Chief into the rental unit to replace the smoke alarms.
18. A video of the January 7, 2026, incident shows that the Tenants caused significant difficulty and resistance to allowing the Landlord and Fire Chief to enter the rental unit. The Tenants can be heard telling the Fire chief that they believe that the Fire Chief has come to the rental unit to threaten them. Despite the Fire Chief repeatedly telling the Tenants that he is just there to replace the smoke detectors and not to hear about their landlord and tenant disputes, the Tenants make numerous allegations on the video including that the rental unit is an illegal unit, that the Landlord has shut the water off, that snow hasn't been removed, that the Landlord's house needs to be inspected, and that the Landlord has slaughtered animals in front of their children. While potentially some of those claims could be legitimate claims for a tenant application, the video demonstrates that the Tenants were using their claims to interfere with the legitimate purpose that the Fire Chief was there for. The Tenants can also be heard claiming in the video that Aziz Qazi is not their landlord, they won't allow entry to him, and that they will only allow entry to the other landlord. The Landlord eventually agrees to the Tenants request to turn his camera off so that he can enter to replace the fire alarms.
19. During the voiding period which ran from January 10, 2026, to January 17, 2026, the Landlord again tried to enter the rental unit. This happened on January 14, 2026. The Landlord was again denied entry. The Landlord served a notice of entry (DOC-7347186, page 10). The Landlord testified that the Tenants have complained that the rental unit is

unsafe, so he wanted to do an inspection to find out what the situation is. The Landlord testified that within two minutes of being on the property the Tenants and their friends started yelling at him, that the Tenants' friend grabbed the Landlord's phone out of his hands, and that the Tenants' friend pushed the Landlord. The Landlord testified that he was not able to get any maintenance done that day.

20. The Landlord's video of the January 14, 2026 incident (DOC-7231363) shows the Tenants' friends swearing at the Landlord, saying that the Landlord should have knocked on the door, and alleging that the Landlord is violating the Tenants' rights. Mr. Jackson is with his friends when this is occurring. Mr. Jackson can be seen on the Landlords' video filming his own video of the incident. Mr. Jackson's video (DOC-7390592) shows a different perspective of the same incident.
21. Steve Lukings, the home inspector who accompanied the Landlord on the January 14, 2026, visit, testified that after the incident he told the Landlord he would not agree to do another inspection.
22. I find that the Tenants have substantially interfered with the Landlord's lawful right, privilege, or interests. On both occasions the Landlord served a valid notice of entry and sought access to the rental unit for a legitimate reason. On the first occasion to replace smoke detectors and on the second occasion to assess damages that the Tenants themselves have complained about. On both occasions the Tenants denied entry and caused significant disruption and resistance to the Landlord's legitimate aims.
23. While the Tenants eventually let the Landlord in on January 7, 2026, that was initially after denying him entry, and only after the Landlord went and got the assistance of the Fire Chief. Even when the Fire Chief attended the Tenants stood at the front door not allowing entry for a significant period before the entry occurred.
24. There is clearly an incredible amount of animosity between the parties. I find that the videos show that the Tenants are largely the instigators of the conflict, however I have considered the Tenants' submissions that the Landlord has played a role in raising the temperature in the parties' interactions. For example, on January 14, 2026, the Landlord can be heard in the videos telling the Tenants to tell their friends to shut up. As such some actions of the Landlord have also contributed to raising the temperature in the interactions between the parties. However, ultimately, I find that refusing entry to the rental unit and causing significant commotion whenever the Landlord tries to enter substantially interferes with the Landlord's lawful right, privilege, and interest. The Landlord also lost the assistance of his contractor Mr. Lukings who said he would not return to the rental unit after the January 14, 2026 incident.
25. The Tenants written statement provides lots of information about events that occurred in the tenancy that are not directly related to the incidents listed on the notices of termination. The Tenants provide information about good things they have done and bad things the believe the Landlord has done. I do not find that any of the surrounding context justifies not allowing the Landlord to enter the rental unit.

The Tenants' Objection to the Landlord Videotaping His Entries

26. The Tenants disagree with the Landlord taking recordings during his entries. In *Nickoladze v Bloor Street Investments/Advent Property Management*, 2015 ONSC 389, the Divisional Court said the following:

[8] While it might be prudent for a landlord to expressly state in a notice to enter a rental unit that photographs may be taken, the failure to do so does not render the entry unlawful. Section 27 of the RTA expressly authorizes a landlord to enter a rental unit for the purposes of conducting an inspection and that is what happened in this case. The entry was therefore lawful.

[9] Further, the fact that photographs were taken does not, by itself, constitute an infringement of the tenant's privacy rights. It would only constitute an infringement if it was done for an improper purpose. In this case, the Board determined that the photographs were taken for the purpose of the inspection and for use at the hearing of the tenant's outstanding applications. It was open to the Board, on the evidence, to reach that conclusion. In this day and age, it is not at all surprising that either a tenant or a landlord would take pictures of relevant items in order to use them at a hearing before the Board. Indeed, I understand that, on a prior occasion, the tenant had done precisely that to advance his position.

27. While the Court in *Juhasz v. Hymas*, 2016 ONSC 1650 found that taking photographs for marketing purposes and putting them on the internet clearly infringes privacy interests, that is not what the Landlord is doing in this case. The Landlord is taking videos for the legitimate purpose of inspections to address the Tenant's maintenance concerns and for the purposes of the Board proceeding. I therefore find that the Tenants' objection to the Landlord recording is not a legitimate reason to deny the Landlord access to the rental unit.

Other Allegations on the N5 Notice

28. I find that the Landlord led insufficient evidence to establish that all the other allegations on the N5 notice were not voided.

N7 Notice

29. On January 16, 2026, the Landlord gave the Tenant an N7 notice of termination which alleges that the Tenant's guest seriously impaired the safety of the Landlord when she assaulted him on January 14, 2026.
30. Steven Kearns is a constable with the Ontario Provincial Police. He testified that Sandip Persaud (the Tenants' friend) was charged with assault in relation to the January 14, 2026 incident.
31. Steve Lukings is a professional home inspector who attended with the Landlord on January 14, 2026, to try and do an inspection of the rental unit. Mr. Lukings testified that three individuals came out of the rental unit and that a female pulled the Landlord's phone out and pushed or punched the Landlord's shoulder.

32. The Landlord provided similar testimony. He testified that the Tenants' female friend saw that the Landlord was recording from his pocket, she grabbed his phone, she pushed the Landlord, called him a swear word, and then pushed him again. The Landlord testified that he was about to fall backwards and had to brace himself on the Tenants' friend.
33. The Tenant Mr. Jackson agrees that his friend took the Landlord's phone out of his pocket but both at the hearing and in their written statement the Tenants assert that it was the Landlord who assaulted their friend.
34. Unfortunately, neither video shows the clearest angle of the actual assault. The videos are shaky cell phone videos. However, the videos do support that there was an altercation between the Landlord and the Tenants and their friends and that the physical contact between the two groups on January 14, 2026 started with the Tenants' friend.
35. I find the testimony of both the Landlord and Mr. Lukings the home inspector to be credible. Both of their testimony was forthright and withstood cross examination well. As explained above I have concerns about the Tenants' credibility. I therefore accept that the Tenants' friend assaulted the Landlord by pushing him. I find that this seriously impaired the Landlord's safety. This act occurred in the yard of the rental unit.
36. The Tenants allege that the Landlord assaulted their friend. The videos support that any physical contact between the two groups on January 14, 2026, started with the Tenants' friend. The Landlord testified that he was bracing himself as he was falling. I'm not satisfied on a balance of probabilities that the conduct of the Landlord after he was assaulted constituted an assault. However, regardless any actions that happened after the assault on the Landlord do not retroactively justify the initial assault which is the subject of the application before me.
37. While the assault was committed by the Tenant's friend, section 66 of the Act contemplates that a tenancy can be terminated for the actions of a guest of a tenant. Additionally, this is not a case where the Tenants' guest acted independently and without the Tenants' knowledge. The Tenant Mr. Jackson can be seen in the videos standing beside his friend while she screams at the Landlord and while the situation escalates to physical violence. The Tenant does nothing to stop their friend or deescalate the situation. The Tenants written statement says that the Tenants "invited friends to be present at the home due to escalating safety and privacy concerns". The Tenants friends were there at the Tenants' invitation for the purpose of being there when the Landlord tried to enter.

Fireplace

38. The N7 notice also includes the issue about the fireplace. For the reasons already provided I find that removing the fireplace and its pipes constitutes wilful damage to the rental unit.

Human Rights Code

39. The Tenants raise the Landlord's duty to accommodate in their written statement. They raise the Human Rights Code ('the Code') in relation to their claims about tenant issues involving clean water, heat, sanitation, safe living conditions, and what they describe as

repeated harassment and intimidation. No suggestion is made in the written statement or at the hearing that Mr. Jackson's PTSD, autoimmune disease, or dyslexia are why he engaged in the conduct that is the subject of the Landlords' applications. While Mr. Jackson stated that Ms. Riordan has medical issues, no evidence was provided about what those issues are. I have insufficient evidence before me to find that Ms. Riordan has a disability. Ms. Riordan has also been an active participant in denying the Landlord entry to the rental unit.

40. The Board's interpretation guideline on Human Rights says if the grounds for eviction contained in the landlord's application are unrelated to the tenant's membership within one or more of the categories contained in subsection 2(1) of the Code, the Member cannot find that the tenant has been discriminated against by the landlord. I have no evidence before me that establishes that the disabilities of Mr. Jackson are why the Tenants have refused entry, removed/damaged the rental unit fireplace, or why their friend assaulted the Landlord. Even if I did it would not explain the conduct of Ms. Riordan who has also engaged in denying entries.

Serious Breach

41. Mr. Jackson testified that the Tenants have unsafe drinking water and that holes in the roof of the rental unit result in leaks. Mr. Jackson submits that mandatory refusal of eviction should apply pursuant to section 83(3)(a) of the Act because the Landlord is in serious breach of their responsibilities under the Act.
42. The Tenants led insufficient evidence to prove this claim. The Landlord testified that he and his family drink from the same well water supply. The Tenants did not provide any reports or readings that support that the water supply is unsafe. The Landlords' provided evidence that there is a property standards order on the property (DOC-7346842, page 16) but the order does not find that the water supply is unsafe.
43. The property standards order notes that water staining was observed on ceilings in several areas throughout the residence. While I accept that there might be some leaks in the roof of the rental unit, I'm not satisfied that this rises to the level of *serious* breach.
44. While the Tenants did not claim any of the other issues listed in the property standards order or referenced throughout the hearing constituted a serious breach of the Act, I have considered whether they do and find that they do not.

Retaliation

45. In their written statement the Tenants mention retaliatory escalation after they made complaints about repairs. The Tenants may be suggesting that mandatory refusal of eviction under section 83(3)(c) applies. That section says that eviction cannot be granted if the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights. The notices of termination were served in close proximity to the denial of entry and the assault. After reviewing the videos and the Landlord's testimony I'm satisfied that the reason the application was brought is because of the issues listed on the notice not as retaliation for the Tenants' attempting to secure their legal rights.

Relief From Eviction

46. It would not be fair in the circumstances to continue the tenancy with a conditional order. I'm not satisfied that the Tenants will abide by one. The videos reveal that the Tenants are strongly opposed to allowing the Landlord to enter the rental unit and seek to make it very difficult for the Landlord to do so. Since the service of the notice occurred the Tenants' behaviour has continued. A video from an attempted entry on January 24, 2026 (DOC-7346842) shows the Tenants similarly obstructing the Landlord's entry to do maintenance. The Tenants' evidence demonstrates that they believe they are justified to not allow the Landlord entry and does not convince me that they will abide by a conditional order.
47. The assault and willfully damaging property are both serious actions and I'm not satisfied that a conditional order would be fair in the circumstances. The Tenants' conduct is escalating. On January 7, 2026, entry was denied. On January 14, 2026, the Tenant brought friends over waiting for a confrontation with the Landlord. The January 14, 2026 incident ultimately resulted in the Landlord being assaulted.
48. 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenants live in the rental unit with their children who will also be impacted by the eviction. Mr. Jackson identified that himself and one of his children have disabilities. It is also winter. The Tenants will need time to find new living arrangements.
49. However, I have declined to postpone the termination of the tenancy any further because of the seriousness of the issues and because I am not satisfied that the issues will improve. The Landlord also testified his wife is pregnant and suffering incredible stress. The Landlord testified that his property is beside the Tenants and he is afraid to let his child play outside because of the ongoing disputes between the parties.

Compensation for Damages

50. While I have found that the Tenants willfully damaged the fireplace, I'm not satisfied that the Landlord proved the reasonable costs to repair it. The Landlord did not have an estimate from a contractor with knowledge in the area. I was left with the impression from the Landlord's testimony that the \$1,000.00 they are seeking is largely a guess of how much it will cost. The Landlord explained that they cannot get better evidence because the Tenants won't let them in the rental unit. While that's an understandable explanation it does not relieve the Landlord of their evidentiary burden. I cannot order the Tenants to pay money when I'm not satisfied what the actual cost of repair will be.

Compensation for Substantial interference

51. The Landlord seeks to be reimbursed for \$400.00 he spent on the contractors who attended with him for the three visits during which the Tenants denied him entry. I've already found that the Tenants denying the Landlord entry constituted substantial interference with the Landlord's lawful right, privilege or interest. I find it reasonable to award these costs as the Landlord will have to incur them again as the contractors were unable to carry out their work.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord 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 Landlord on or after April 1, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenants shall pay to the Landlord \$400.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
5. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Landlord must pay the Landlord is \$586.00.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026

Date Issued

Amanda Kovats

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 October 1, 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.