



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

File Number: LTB-L-066958-25

In the matter of: 18 ROOKIE CRESCENT
OTTAWA ON K2V0R9

Between: 2716678 Ontario Inc. Landlord

And

Tatiana Migirov Tenants
Evgeni Natan Migirov

2716678 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tatiana Migirov and Evgeni Natan Migirov (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 Tenants

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

2716678 Ontario Inc. (the 'Landlord') also applied for an order requiring Tatiana Migirov and Evgeni Natan Migirov (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 November 19, 2025.

The Landlord's Agent, Nima Laali; the Landlord's Witnesses, Julian Hyams and Kathy Bartkowski; the Landlord's Legal Representative, Jason Rabin; the Tenants and the Tenants' Agent, Alexandra Migirov 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 Tenants were in possession of the rental unit on the date the application was filed.
3. On May 18, 2025, the Landlord gave the Tenants a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenants a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On August 11, 2025, the Landlord gave the Tenants a second N5 notice of termination. The Landlord's second N5 notice alleges that on August 4, 2025, the Tenants had interfered with a potential sale of the rental unit by being uncooperative with a potential purchaser's real estate agent during a walkthrough of the rental unit and the Tenants had refused to vacate the unit in accordance with an N12 notice.
5. The Landlord's Witness, Kathy Bartkowski ('KB'), the property manager for the Landlord testified that on August 4, 2025, a potential purchaser and their real estate agent attended the rental unit for what was to be a final walkthrough of the rental unit prior to the closing of the sale of the rental unit which was supposed to occur on August 8, 2025. KB testified that during the walkthrough, the Tenants spoke to the potential purchaser and indicated that he would not be moving out of the rental unit without an order from the Board determining that the tenancy was terminated. KB testified that the purchaser subsequently threatened to sue the Landlord if the Landlord did not agree to terminate the agreement of purchase and sale. The Landlord submits that as the Tenants interfered with the sale of the rental unit, the Tenants have substantially interfered with the Landlord's lawful rights, privileges and interests. However, as KB was not present at the time of the walkthrough, this was largely hearsay evidence and was given little weight as it could not be cross-examined.
6. The Tenants denied that they had been uncooperative with any sale of the rental unit. The Tenant, Alexandra Migirov ('AM') testified that on August 4, 2025, she allowed the purchaser into the rental unit and the purchaser became upset over renovations that were required in the rental unit.
7. Subsection 64(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

8. In this case, I prefer the Tenants' evidence, which I found to be credible and reliable, that they were not uncooperative during the showing. Neither the potential purchaser nor their real estate agent was present at the hearing to testify about their interaction with the Tenants, and I accept the Tenants' evidence on this point. Even if the Tenants told the purchaser they would not vacate without an order of the LTB I am not satisfied that would represent a breach. In my view, conveying to the potential purchaser their intent to remain in the unit, as was the Tenants' legal right to do, cannot on its own give rise to a finding of substantial interference.

9. Similarly, regarding the allegation that the Tenants have refused to move out in accordance with an N12 notice, the Tenants are entitled to challenge an N12 Notice and, as per section 37 of the Act, a tenancy may only be terminated in accordance with the Act. The Tenants had the right at all material times to challenge the N12 and to require that the Landlord file an L2 application to prove their case. The Tenants were under no legal obligation to vacate without an LTB order, and thus their failure to vacate did not substantially interfere with the Landlord's rights.

10. As a result, this portion of the Landlord's application is dismissed.

Compensation for Substantial Interference

11. The Landlord's request for compensation is based largely on the same conduct alleged in the eviction portion—that they incurred out of pocket costs from the APS falling through due to the Tenants' conduct during the showing as well as their failure to move out of the rental unit pursuant to the N12.

12. As stated above, the Tenants were entitled to challenge the Landlord's N12 Notice, and I am not satisfied that their actions during the showing amounts to substantial interference. As the Landlord has not proven that these expenses were incurred as a result of any substantial interference from the Tenants, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 26, 2026

Date Issued

Christopher Lin

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.