



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005942-26

In the matter of: 626, 560 KING ST W
TORONTO ON M5V0L5

Between: LIMING LIU Landlord

And

SHAHID HOSSAIN Tenant

LIMING LIU (the 'Landlord') applied for an order to terminate the tenancy and evict SHAHID HOSSAIN (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on February 17, 2026.

Only the Landlord's Legal Representative Mohsen Azimi attended the hearing.

As of 1:52 p.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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. *N7 Notice of Termination*

On January 21, 2026, the Landlord gave the Tenant an N7 notice of termination, which was deemed served on January 21, 2026, with a termination date of February 6, 2026. The notice of termination contains the following allegations:

- The Landlord's witness Arber Halilla testified that he is the Property Manager at the residential complex. He stated that on January 7, 2026, he provided the Tenant a Notice of Entry for January 9, 2026, to inspect and address fire alarm system issues.
- On January 9, 2026, the Landlord attempted to gain entry for the purpose of the fire and building inspection, the Tenant refused entry. Additionally, the Landlord discovered that the Tenant disconnected the in-suite speaker within the rental unit. Mr. Halilla testified the disconnection of the in-suite speaker not only compromises the safety of the Tenant but also impacts neighbouring units by tampering with the fire alarm system.

4. Serious Impairment of Safety

The Tenant has seriously impaired the safety of the Landlord and other tenants by failing to permit entry for the fire system inspection and repairs, the Tenant has compromised the safety of the residential complex. The evidence provided by Mr. Halilla indicates that the Tenant's behaviour is also continuing. Mr. Halilla stated since filing the application the Landlord attempted to repair the in-suite speaker on February 11, 2026, with proper notice and the Tenant refused entry. Based on the evidence presented, I find that the speaker remains disconnected, and the Tenant continues to refuse entry despite being given proper notice. These actions are a continuous and serious impairment of safety for all occupants at the residential complex.

5. Daily compensation, NSF charges, rent deposit

The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

6. The Landlord collected a rent deposit of \$2,700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$124.67 is owing to the Tenant for the period from February 15, 2024, to February 17, 2026.

7. Relief from eviction

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 Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 7, 2026.
2. If the unit is not vacated on or before March 7, 2026, then starting March 8, 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 March 8, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026, at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Anthony Bruno
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 8, 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.