



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

File Number: LTB-L-097112-25

In the matter of: 703, 151 QUEEN ST N
HAMILTON ON L8R2V7

Between: Patrick Langile Landlord

And

Barlin Ahmed Shire Tenant
Bahjo Ismail
Hamdi Faisal
Abdunafah Ismail

Patrick Langile (the 'Landlord') applied for an order to terminate the tenancy and evict Barlin Ahmed Shire, Bahjo Ismail, Hamdi Faisal and Abdunafah Ismail (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

This application was heard by videoconference on February 19, 2026.

Only the Landlord's representative, Patrick Langille, and Landlord's agent, Natalie Belanger, attended the hearing.

As of 10:02 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 tenancy is terminated on May 2, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The notice alleged that the Tenant falsely accused the staff of stealing items out of her

unit, calling the emergency line for non-emergencies, yelling and shouting at the Landlord's agents and calling the police on them for unfounded claims. These incidents occurred from April 4, 2024, through to July 15, 2025. In this case, that 7-day voiding period was July 30 to August 5, 2025. The Landlord did not lead any evidence of further conduct of the type described in the first N5 Notice during this period. I find the first N5 Notice was voided.

4. Having given a valid first N5 notice of termination, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
5. On November 13, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
 - On October 8, 2025, the Tenant refused entry to the electrical safety authority that attended to conduct an inspection.
 - October 27, 2025, the Tenant contacted the after-hours emergency line at 9:07 p.m. reporting that someone stole items from her unit and the claim was unfounded.
 - November 6, 2025, at 5:55 p.m., the tenant contacted emergency line claiming someone from the office stole her wallet and this claim was unfounded.
 - On November 5, 2025, a notice of entry was given for November 7, 2025, for housekeeping inspection. The Tenant refused entry on November 7, 2025.
6. The Landlord's witness, Natalie Belanger ('NB') testified she is the property manager for the Landlord is responsible for managing the property. She testified she has been the point of contact for the Tenant. She testified the Tenant complained that there are electrical issues in her unit, as such they scheduled for inspection along with the electrical safety authority for October 8, 2025. However, the Tenant refused entry. NB testified that the Tenant contacted the emergency line on October 27 and November 6, 2025, to complain that staff are breaking into her unit to steal her items and when they investigate, the claims are unfounded. She testified that the Tenant refused entry again on November 7, 2025.
7. Based on the uncontested evidence presented, I find that the Tenant's conduct of repeatedly calling the emergency line for unfounded claims has substantially interfered with the Landlord's lawful right, privilege, and interest to not be harassed by the tenant.
8. Section 27(1) of the Act provides that a landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry. Based on the uncontested evidence before the Board, I find that the Tenant has prevented the Landlord or their agents from going into the rental unit with proper notice as required and provided for under the Act.
9. Based on the uncontested evidence presented, I find that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the

Landlord by refusing/failing to allow the Landlord access to the unit, despite proper notice of entry.

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,085.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$57.37 is owing to the Tenant for the period from January 1, 2024, to February 19, 2026.
12. NB testified that after serving the N5 notices, she arranged a meeting the Tenant on November 14, 2025, to discuss the notices. However, the Tenant Barline Ahmed Shire was yelling at her and threatened to call the police on her. NB testified that she wanted to assist the Tenant to avoid eviction, however the Tenant was not receptive and indicated she would not attend the hearing. NB testifies that the Tenant is often disturbing and being aggressive towards the staff at head office. As such, the Landlord is seeking termination of the tenancy. The Landlord does not oppose a 60-day delay to provide the tenant sufficient time to re-locate.
13. The Landlord also provided that she lives alone and her children are currently with their father. She also relies on Ontario disability support program for her income.
14. As the Tenant did not attend the hearing to assure that they will take measures to ensure this type of behaviour will not happen again, I cannot consider a conditional order. However, I am mindful that the Tenant relies on limited income and may need additional time to re-locate. Therefore, I find it would be appropriate in the circumstances to give the Tenant a two month to look for another place to live in the area. Accordingly, 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 May 2, 2026, pursuant to subsection 83(1)(b) 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 May 2, 2026.
2. If the unit is not vacated on or before May 2, 2026, then starting May 3, 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 May 3, 2026.
4. The Tenant shall also 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 May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Vinuri Sivalingam
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 November 3, 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.