



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096011-25

In the matter of: Room # 7, 25 DIVISION ST
OSHAWA ON L1G5L7

Between: Robila Haider Landlord

And

Michael Hughes Tenant

Robila Haider (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Hughes (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.

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

This application was heard by videoconference on February 24, 2026.

Only the Landlord and the Landlord's Legal Representative, Elizabeth Chea, attended the hearing.

As of 9:47 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. Therefore, the tenancy is terminated, and the Tenant must move out of the unit on or before March 13, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 1, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day. The notice of termination contains the following allegations:

- On April 14, 2025, the Tenant was intimidating other tenants at the residential complex through verbal and physical confrontations, and police attended as a result. Similar incidents were reported to the Landlord on June 17, 2025 and July 4, 2025 (police called again).
 - On May 3, 2025, police were called to the residential complex because the Tenant was drunk and threatening and harassing other tenants. After the police left, the Tenant called 911 himself about an issue with his window, and a fire truck was needlessly dispatched to the residential complex as a result.
 - On May 8, 2025, the Landlord received a complaint that the Tenant had smeared feces on the walls of the shared bathroom.
 - September 9, 2025, the Tenant was heard making loud noises (banging doors, screaming) and playing loud music at night. Similar incidents were reported to the Landlord on September 13, 2025, September 14, 2025, and October 22, 2025.
 - October 12, 2025, the Landlord received a complaint that the Tenant had ripped the towel bar off the bathroom door, damaging the door.
 - October 24, 2025, the Tenant and his guests became drunk, and the guest vomited in the shared bathroom after which neither person cleaned it up. A similar incident occurred with the Tenant drunkenly vomiting around the toilet on October 29, 2025 and then did not clean it up.
4. The residential complex is described as a licenced three-floor rooming house with nine rooms, all of which are tenanted by elderly residents. Each floor has its own shared kitchen and bathroom. The Tenant resides on the top floor along with three other tenants.
 5. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Landlord testified regarding the complaints she received about the Tenant's behaviour during the voiding period and submitted text messages and letters from other tenants in the residential complex during that time to substantiate her claim. The Tenant continued to scream and intimidate other tenants, made excessive noise late at night, vomited in the shared bathroom and did not clean it up, as well as emptied out the bucket from his room used for defecating into the bathroom without cleaning up properly. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
 6. Having considered the uncontested evidence and submissions before me, I am satisfied on the balance of probabilities that 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. I say this for the reasons below.
 7. The Landlord testified as to the events depicted in the N5 notice and submitted corroborating text message complaints from tenants in the residential complex as evidence. Specific incidents covered at the hearing include the Tenant making excessive noise and intimidating other tenants when police were called to the residential complex four times on April 14, 2025, and then again on May 3, 2025; the Tenant getting into a physical fight with the tenant from Room #2 on July 4, 2025; the Tenant ripping the towel bar off the wall in the shared bathroom on October 12, 2025; and the Tenant smearing feces on the bathroom walls on May 8, 2025.

8. Additional details were also provided by the Landlord along with supporting text messages regarding the Tenant repeatedly becoming drunk and vomiting in the bathroom on October 24 & 29, 2025, leaving the other tenants to clean up the mess. The Landlord testified that the Tenant's son and the son's girlfriend moved into the rental unit around that time and are the mentioned guests in the N5 notice that became drunk with the Tenant (the son having also vomited in the bathroom) and intimidated the other tenants with their loud and aggressive behaviour.
9. When asked how the Landlord was certain that none of the other tenants were the source of the issues in the residential complex, the Landlord testified that the other tenants have been living alongside one another in the residential complex for several years without any such incidents. The Landlord also described the tenant in Room #2, with whom the Tenant has had many issues, as a very respectful and kind elderly man that the Landlord trusts.
10. The Landlord reiterated the level of fear and frustration the other tenants have communicated to her regarding the escalating aggressive behaviour of the Tenant. The residents are scared to use common areas lest they run into the Tenant or the Tenant's guests who have harassed and intimidated them on multiple occasions. The other tenants are also often having to clean up after the unhygienic mess left by the Tenant and his guests in the shared bathroom which could result in a health and safety issue if not cleaned.
11. The best evidence before me is that of the Landlord's testimony and supporting texts messages and letters from the other tenants in the residential complex. I have no reason to doubt the credibility or validity of that evidence without sufficient evidence to the contrary. The Tenant was also provided with the opportunity to attend the hearing and cross-examine the Landlord on their evidence but did not do so. Consequently, I am satisfied that the Landlord has met the burden of proof and shown that 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.
12. 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. The Tenant's behaviour has persisted since the application was filed and appears to be escalating. The Tenant was also not present, though properly served with a notice of hearing, to provide submissions regarding how or why the tenancy should be preserved.

Daily Compensation:

13. The Tenant was required to pay the Landlord \$2,139.93 in daily compensation for use and occupation of the rental unit for the period from November 24, 2025 to February 24, 2026.
14. Based on the monthly rent, the daily compensation is \$23.01. This amount is calculated as follows: \$700.00 x 12, divided by 365 days.
15. At the hearing, the Landlord requested to withdraw the claim for daily compensation, as the Landlord has a separate application for the non-payment of rent filed with the Board. The request was accepted.

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

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 13, 2026.
2. If the unit is not vacated on or before March 13, 2026, then starting March 14, 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 14, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Fotoula Hatzantonis
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 14, 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.