

**AMENDED ORDER**  
**Order under Section 78(6)**  
**Residential Tenancies Act, 2006**  
And section 21.1 of the **Statutory Powers Procedure Act**

**Citation:** Yazdani v Ross, 2026 ONLTB 10394

**Date:** 2026-02-03

**File Number:** LTB-L-086214-25-AM

**In the matter of:** **Basement**, 57 Eighth Street  
ETOBICOKE ON M8V3C2

**Between:** Farzad Yazdani Landlord

**And**

Connor James Ross Tenant

**Pursuant to a request filed by the Landlord on February 27, 2026, the order is clerically amended to reflect the complete address of the rental unit. The correction has been bolded and underlined for ease of reference.**

Farzad Yazdani (the 'Landlord') applied for an order to terminate the tenancy and evict Connor James Ross (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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

Farzad Yazdani (the 'Landlord') also applied for an order requiring Connor James Ross (the 'Tenant') 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on January 21, 2026. Only the Landlord attended the hearing.

As of 11:59 AM, the Tenant was not present or represented at the hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

*Preliminary Issue #1:*

1. The Landlord and Tenant Board's ('LTB') records do not have a confirmation included in the this file to confirm a Notice of Hearing was issued by regular mail to the Tenant.
2. Before advising the Landlord of this issue, I asked the Landlord if the Landlord had provided a copy of the Notice of Hearing to the Tenant. The Landlord states that he reached out to the Tenant through What's App on December 17, 2025 and requested the Tenant provide him with his email address so the Landlord could provide him with documents for the scheduled hearing on January 21, 2026. The Landlord states that the Tenant responded to the Landlord's request and provided the Landlord with his email address.
3. The Landlord states that he attended the rental unit on December 28, 2025 to replace a furnace filter and observed the Tenant opening a package of documents for the hearing which was sent to the Tenant from the LTB.
4. Based on the Landlord's uncontested evidence, I accept the Tenant received the Notice of Hearing package sent to the Tenant by the LTB. Further, I accept the Landlord's testimony that he obtained consent from the Tenant on December 17, 2025 to send the Tenant documents for the hearing by email when the Tenant provided the Landlord with his email address so the documents for the hearing could be sent from the Landlord to the Tenant by email.

*Preliminary Issue#2:*

5. The Landlord states that he served two N7 notices of termination ('N7 notice') on the Tenant which were also filed with the LTB. The first N7 notice has a termination date of July 28, 2025. The Landlord states the first N7 notice was served on the Tenant on July 17, 2025 by placing it in the Tenant's mailbox and that it was also attached in a text message sent to the Tenant through What's App.
6. The second N7 notice has a termination date of September 15, 2025. The Landlord states the second N7 notice was served on the Tenant on September 1, 2025 by placing it in the Tenant's mailbox and that it was also attached in a text message sent to the Tenant through What's App. This information is also noted on the Certificate of Service filed by the Landlord.
7. The LTB's records confirm the Landlord filed this L2 application on October 12, 2025. I stated at the hearing that the Landlord could not proceed on the first N7 notice because

the L2 application was filed more than 30 days from the date the first N7 notice was served on the Tenant which is not in accordance with the requirement set out in s. 69 of the *Residential Tenancies Act, 2006* (the 'Act') which requires an L2 application to be filed no later than 30 days after the termination date in the N7 notice.

8. I stated at the hearing that the Landlord could proceed on the second N7 notice which I accept was properly served on the Tenant at least 10 days prior to the termination date in the second N7 notice.

#### *L2 application*

9. 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 Tenant must move out of the rental unit on or before February 16, 2026. The Tenant owes to the Landlord \$3,787.52, which represents compensation for the use of the rental unit from September 16, 2025 to January 21, 2026, less any amounts paid to the Landlord. The Tenant owes \$2,000.00 to the Landlord which represents the reasonable costs of repairing and/or replacing the wilfully damaged property. The Tenant owes to the Landlord, \$186.00 for the application filing fee. The last month's rent deposit and interest owing on the last month's rent deposit are to be deducted from the amounts the Tenant owes.
10. The Tenant was in possession of the rental unit on the date the application was filed.
11. The residential complex is a house with three rooms upstairs and two rooms in the basement. The Landlord states that the Tenant lives in one of the rooms in the basement.
12. N7 Notice of Termination

On September 1, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:

- July 16, 2025 - 1st N7 served based on aggressive and racist behaviour towards other tenants which interfered with their reasonable enjoyment and resulted in relocating another tenant;
- July 26, 2025 - Serious complaint of noise, loud music, aggressive banging on the walls by another tenant. This has continued to date. The tenant has to cancel work from home and lost income. Later other tenant asked for rent reduction because of this; and
- August 24, 2025- Verified by another tenant that screaming and throwing stuff has continued, leading another tenant to move out of this property as they could not take it anymore.

#### 13. Serious Impairment of Safety

The Tenant has seriously impaired the safety of the other tenants on July 26, 2025 by posing a real risk to their safety when the Tenant was screaming in the basement at 1:00 am and then smashing a glass patio table. This conduct occurred in the residential complex.

*July 16, 2025 incident*

14. The Landlord states that the Tenant made several racial comments and slurs towards the other tenant residing in the upstairs unit. The Landlord produced a statement for the hearing which was authored by one of the upstairs tenants. The statement notes on June 27, 2025, the first incident occurred involving the Tenant in which the Tenant directed racist comments toward the other tenant, attempted to provoke a physical confrontation, and made death threats towards the tenant. The tenant reported the incident to the Landlord. The statement further notes the Tenant's behaviour towards this tenant continued which included prolonged yelling, racial and homophobic slurs, aggressive banging on walls, and loud crashes occurring late at night and early morning hours, frequently between the hours of 11:00 pm and 7:00 am.
15. The Landlord states that this tenant continued reporting to the Landlord that the Tenant continued to make racist and hateful comments towards the tenant and that the Tenant was making loud banging noises and yelling throughout the night.
16. The Landlord states on July 16, 2025, the tenant that experienced the racist comments directed toward him by the Tenant and another tenant called the police on the non-emergency line as they were directed to do when they initially called 911 because of noises and voices which were coming from the Tenant in the basement.
17. The Landlord states that the tenants waited for more than one hour on the phone and could not get through to the police and the call was terminated by the tenants. The Landlord states the noise from the Tenant continued throughout the night and prevented one of the tenants from getting any sleep.
18. To determine if there is a serious impairment to safety, I must consider the allegations set out in the N7 notice. Therefore, the statement provided by another tenant noting a date of June 27, 2025 is not something I can consider as it occurred prior to the first incident of July 16, 2025 as noted in the N7 notice and therefore does not form the basis for this L2 application.
19. Regarding the incident on July 16, 2025 which caused two tenants to telephone the police due to noises and voices coming from the Tenant's unit, I accept it substantially interfered with the other tenants as it caused them to telephone the police and prevented one of the tenant's from being able to sleep that night. However, I do not find this incident rises to the level of a serious impairment to safety as no further evidence was led by the Landlord to support this. Therefore, this allegation is dismissed.

*July 26, 2025 incident*

20. The Landlord produced a video which was taken at 1:00 am on July 26, 2025 which was taken by one of the tenants living upstairs. The video was played at the hearing and loud yelling, screaming and banging could be heard in the video which the Landlord states was coming from the Tenant downstairs as advised by the tenant who took the video and provided it to the Landlord.

21. The Landlord produced a copy of the text message sent to him by the upstairs tenant the following day which includes the video taken at 1:00 am on July 26, 2025. In the text message, the tenant advises the Landlord that there was aggressive banging, yelling, and crashing and the Landlord was advised by this tenant that the Tenant had smashed a glass patio table in the backyard at the residential complex on July 26, 2025.
22. The Landlord produced a photograph for the hearing showing several pieces of broken glass along a wooden deck in the backyard at the residential complex. The Landlord states the photograph was taken by one of the other tenants on July 31, 2025.
23. The Landlord states that the Tenant was the only one living in one of the rooms in the basement because the Landlord moved out the other tenant who was staying in the room beside the Tenant. The Landlord states that he relocated the tenant to a different address on July 6, 2025 because of the Tenant's behaviour which included yelling, throwing and smashing things. The Landlord states the other tenant moved back to the residential complex on August 1, 2025 when one of the rooms upstairs became vacant. The Landlord states since July 6, 2025, there has been no one residing in the basement in the other room beside the Tenant's room because the Tenant advised the Landlord that he cannot handle someone else living beside him downstairs.
24. I find the uncontested evidence of the Landlord persuasive. I find the Landlord to be credible as he answered questions which I put to him in a straightforward manner. In listening to the video taken at 1:00 am on July 26, 2025, loud yelling/screaming can be heard in the background. I find the text message sent to the Landlord from the other tenant relating to the 1:00 am July 26, 2025 incident and the photograph taken on July 31, 2025 which shows several pieces of broken glass on a wooden deck supports that the Tenant smashed a glass patio table in the backyard at the residential complex on July 26, 2025.
25. I find the Tenant yelling/screaming at 1:00 am on July 26, 2025 from the basement and smashing a glass patio table outside at the residential complex is a real risk to the impairment of the safety of the other tenants at the residential complex. Based on the prior racist comments which one of the other tenants noted in a statement that were said to this tenant by the Tenant on June 27, 2025 combined with Tenant's erratic behaviour on July 26, 2025 at 1:00 am, I accept that it would have caused these tenants to become fearful for their own safety. As a result, I find the Tenant's actions on July 26, 2025 at 1:00 am posed a real risk to the safety of the other tenants at the residential complex.

*August 24, 2025 incident*

26. The Landlord states on August 24, 2025, he received a text message from one of the other upstairs tenants advising that the Tenant continues to scream and throw items. The Landlord states that he then received a text message on August 29, 2025 from this tenant who had moved back to the residential complex on August 1, 2025 and the text message advised the Landlord that he is moving out due to conditions with their visa.
27. The information provided by the Landlord relating to this allegation is very limited. There was no further detail provided regarding the particulars of when and where the Tenant was screaming and throwing things and the impact this was having on the other tenant while this was occurring. As a result, I do not find the incident on August 24, 2025 rises to the

level of a serious impairment to safety and this allegation is dismissed. Further, the Landlord testified that this other tenant was moving out of the residential complex due to conditions with their visa. Therefore, I find this evidence supports the tenant moved out for reasons which are separate from the tenant's behaviour.

28. The Landlord states that the Tenant may be struggling with issues with his mental health. The Landlord states in July 2025, to try and assist the Tenant, the Landlord met with the Tenant's mother in person, spoke with her on the telephone, and corresponded with her via text message to address the issues with the Tenant's behaviour and its impact on the other tenants. The Landlord states this was unsuccessful because the Tenant's behaviour has not changed.
29. The Landlord states that he still receives complaints from other tenants including that the Tenant continues to yell and scream at odd hours throughout the night, the Tenant continues to direct racial slurs towards the other tenants and tells them to move back to their own country and threatens to fight them. The Landlord states that recently the upstairs tenants advised the Landlord that the Tenant started aggressively banging on the door to the upstairs unit. The Landlord states that he and other tenants have contacted the police who have attended at the rental unit. The Landlord states when the police attend, the Tenant appears calm and the police do not enter the rental unit.
30. The Landlord states the is concerned for the safety of the other tenants due to Tenant's unpredictable and unprovoked behaviour and the racist comments/racial slurs that the Tenant continues to direct towards the upstairs tenants. The Landlord requests immediate termination of the tenancy.

#### *Conclusion – Serious Impairment to Safety*

31. The tenancy is terminated based on the incident which occurred at the residential complex on July 26, 2025. I find that on July 26, 2025 there was a real risk to the safety of the other tenants living at the residential complex based on the Tenant yelling and screaming from the basement at 1:00 am. This also resulted in the Tenant smashing a glass patio outside at the residential complex on this same date. Further, I accept that the Tenant continues to pose a real risk to the safety of the other tenants. I accept the Landlord's uncontested testimony which provides particulars regarding the Tenant's ongoing behaviour towards the other tenants which includes continuing to direct racial comments and slurs at them, yelling and screaming during the night, and threatening to fight them.
32. The Landlord has not established there is an actual or real risk to the impairment of the safety of the other tenants as it relates to the July 16, 2025 allegations and the August 24, 2025 allegations. Therefore, these allegations are dismissed for the reasons provided above.
33. I find that the Landlord has attempted to accommodate the Tenant up to the point of undue hardship. I accept the Landlord's testimony in which he provided details surrounding his attempts to accommodate the Tenant. This includes moving another tenant into another building on July 6, 2025 for the tenant's safety and wellbeing and to accommodate the Tenant who advised the Landlord that he cannot handle someone else living in the room beside him in the basement. The Landlord has not re-rented the second room to anyone

else in the basement since the other tenant was relocated to another building on July 6, 2025. I accept that the Landlord corresponded with the Tenant's mother in July 2025 to try and address the issues with the Tenant's behaviour without success.

34. Undue Damage

The Landlord claims \$2,000.00 for the wilful undue damage caused by the Tenant to the following items in the basement of the residential complex. Based on the extensive damage to these items, I find the damage was wilful:

- Large holes in the rental unit door;
- Broken door to the entrance to the second room;
- Smashed windows in the second room;
- Broken cover for the front of the washing machine;
- Broken countertop in shared common area;
- Large holes in drywall on the wall between the two rooms, and on the wall located in the Tenant's room;
- Hole/crack in the flooring located outside the entrance door to the Tenant's room; and
- Dehumidifier is cracked/broken.

35. I asked the Landlord why he believes that the damage in the basement was caused by the Tenant. The Landlord responded by stating that when the other tenant resided in another room in the basement beside the Tenant, the tenant did not damage any items while living there. The Landlord states that he relocated the other tenant on July 6, 2025 to another building owned by the Landlord for safety reasons related to the Tenant yelling, throwing items, and damaging items in the rental unit. The Landlord states that he took photographs of the following items in the rental unit on July 6, 2025 which were produced for the hearing.

36. The Landlord produced a photograph of the front of the washing machine which he states is in the shared common area of the basement. The photograph shows the front cover of the front-loading washing machine has been pulled off and one of the top buttons was pushed in.

37. The Landlord produced a photograph of a broken, cracked countertop, located in the shared common area of the basement.

38. The Landlord produced a photograph of the flooring in front of the door to the Tenant's room. The flooring is cracked with a large hole.

39. The Landlord produced a photograph of a dehumidifier in the shared common area. The photograph shows the top of the dehumidifier is cracked and broken.

40. The Landlord produced a photograph taken on July 11, 2025 which shows a large hole in the wall inside the Tenant's room. The Landlord states that the Tenant has since attempted to repair the wall by applying mudding compound, but it has not been properly repaired.

41. The Landlord produced a video taken of the second room in the basement on August 1, 2025. The video shows the front surface of the door to the second room is broken and separating, the surface of the door surrounding the door handle is badly scraped. The video also shows the windows in this second room are smashed and broken, and there is a hole in the wall between the two rooms.
42. The Landlord produced photograph taken on October 22, 2025 which shows a very large hole and several other holes on the front of the door to the Tenant's room. The Landlord states that this is the second time the Tenant has damaged the door to his room. The Landlord states that he previously replaced the door to the Tenant's room.
43. The Landlord spoke to the Tenant about repairing/replacing the damage in the basement and advised the Tenant if he repairs the damage, the Landlord will reimburse the Tenant for the costs the Tenant incurs to repair/replace. The Landlord states the Tenant has not repaired the damaged items. The Landlord states that he did not obtain a formal estimate for the costs to repair/replace the damaged items. The Landlord states the costs will be at least \$2,000.00 to repair/replace the damaged items. The Landlord states that he has not repaired or replaced any of these items because the Tenant will likely damage them again.
44. I find the uncontested evidence of the Landlord supports that the Tenant has caused the damage to the above noted items in the basement of the residential complex. The Landlord provided a reasonable explanation that while another tenant was living in the basement in the room beside the Tenant's room, there was no damage that occurred to the items in the basement. I accept the Landlord's explanation why he relocated the other basement tenant to another building on July 6, 2025 due to the Tenant's behaviour and for the safety of this Tenant. The July 11, 2025 photograph and the August 1, 2025 video produced by the Landlord support that further damage occurred in the basement and I accept the Landlord's uncontested testimony that there was no one else residing in the basement at that time besides the Tenant. Therefore, Landlord is entitled to its claimed costs which I find are reasonable in the amount of \$2,000.00 to repair and replace the damaged property. I also accept that the cost to repair/replace the damaged items in the basement at the residential complex would exceed \$2,000.00 based on the extensive damage which can be seen in the photographs and video produced by the Landlord.
45. The Tenant is required to pay the Landlord \$3,787.52 in daily compensation for use and occupation of the rental unit for the period from September 16, 2025 to January 21, 2026, less any amounts paid to the Landlord.
46. Based on the monthly rent, the daily compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
47. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
48. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$34.28 is owing to the Tenant for the period from March 31, 2024.

49. The amount of the rent deposit and interest on the rent deposit is to be applied to the amount the Tenant is required to pay.
50. The Tenant wilfully caused undue damage to the rental unit and the residential complex. In the basement at the residential complex, the Tenant has broken two doors, smashed windows, made holes in the drywall, broken a countertop, broken the front cover on the washing machine, broken the top of the dehumidifier, and put a hole/crack in the flooring.
51. The Landlord will incur reasonable costs of \$2,000.00 to repair the damage and replace property that was damaged and cannot be repaired.
52. 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 did not attend the hearing. I determined that the incident which occurred at the residential complex on July 26, 2025 poses a real risk to the impairment of safety of the other tenants living at the residential complex. I do not find this was an isolated incident. I accept that the Tenant's ongoing behaviour since this incident directed towards the other tenants continues to pose a real risk to the impairment of their safety.

**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 February 16, 2026.
2. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 February 17, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$3,787.52, which represents compensation for the use of the unit from September 16, 2025 to January 21, 2026, less any amounts paid by the Tenant.
5. The Tenant shall pay to the Landlord \$2,000.00, which represents the reasonable costs of repairing the damage and replacing the damaged property.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$900.00 which is the amount of the rent deposit and interest on the rent deposit in the amount of \$34.28. These amounts are deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$5,039.24, less any amounts paid by the Tenant.

9. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

**February 3, 2026**

**Date Issued**

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**Kimberly Parish**

Vice Chair, Landlord and Tenant Board

**March 3, 2026**

**Date Amended**

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 August 17, 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.