



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Mirza v Al Noor Mian, 2026 ONLTB 19950

Date: 2026-03-09

File Number: LTB-L-092691-25

In the matter of: Basement, 26 SUNBURST SQ
SCARBOROUGH ON M1B1R5

Between: Amin Mirza Landlords
Jamila Khanam

And

Jhannat (Jannat) Al Noor Mian Tenants
Marlon Dwayne Hall

Amin Mirza and Jamila Khanam (the 'Landlords') applied for an order to terminate the tenancy and evict Jhannat (Jannat) Al Noor Mian and Marlon Dwayne Hall (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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

The Landlords applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property.

This application was heard by videoconference on March 3, 2026. The Landlords and the Tenants attended the hearing. The Landlords were represented by Jackie Struthers.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities some of the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenants were in possession of the rental unit as of the hearing date.
3. The rental property is a dwelling consisting of two separate residential units. The Landlords reside on the main floor unit, and the Tenants reside in the basement unit. The parties have their own separate entrances. A basement door separates the two units from the inside of the dwelling.
4. The Landlord's application is based on a N7 notice of termination served to the Tenants on October 21, 2025 with a termination date of October 31, 2025. The N7 notice alleges serious impairment of safety, willful damages to the rental unit and substantial interference with the Landlord's reasonable enjoyment.

Landlord's Evidence:

5. The Landlord Jamila Khanam provided oral testimony at the hearing. The Landlords reside in the rental unit with their three children.
6. The Landlord testified that on August 2, 2025 at approximately 9:00pm, the Tenants were fighting in the rental unit which resulted in excessive shouting and yelling emanating from within the unit. The Landlord stated that she approached the Tenants about this concern on the same evening and that the Tenant Jhannat Al Noor Mian called the Landlord a "stupid Indian". The Landlords believe that the Tenants were under the influence of alcohol during this incident.
7. The Landlord testified that during the month of August 2025, she and her spouse conducted an inspection of the rental unit and observed that the railing on the stairs going into the basement was removed and the glass closet sliding door was cracked on one of the panels. The Landlords submitted into evidence before and after photos of these two items (LL exhibit #1). The before photograph of the closet door however only shows one of the two doors.
8. The Landlord testified that on September 21, 2025 at approximately 7:00pm, another domestic dispute occurred in the rental unit and that due to the excessive shouting and yelling, the Landlords contacted the Police. The Landlord stated that after the Police arrived, that the Tenant Jhannat Al Noor Mian once again called her a "stupid Indian".
9. On September 24, 2025 at approximately 9:00am, the Landlord observed that her vegetable plants in the backyard had been removed and thrown into the neighbours backyard. The Landlords submitted into evidence a video confirming that the soil in the garden bed had been disturbed and that one of her plants had been thrown into the neighbour's backyard (LL exhibit #2). The Landlord stated that when she approached the Tenant of this issue, the Tenants claimed that an animal must have removed the plants.
10. The Landlord testified that on September 24, 2025 at approximately 1:11pm, the Tenant Marlon Dwayne Hall was intoxicated, outside of the interior door separating the rental units

and was hurling slurs at the Landlords. The Landlords submitted into evidence a video recording for this incident (LL exhibit #3). In the video, the Tenant confirms his name, is heavily slurring his speech and repeatedly swearing at the Landlords. In the video the Tenant again makes racial slurs towards the Landlords by stating "get the fuck out of here little Indian".

11. The Landlord testified that on September 26, 2025 at approximately 10:00pm that the Tenants again had a domestic dispute, appeared to be under the influence of alcohol and again referred to the Landlords as "stupid Indians" when they attempted to speak to them about the disturbance.
12. The Landlord testified that on October 3, 2025 at approximately 9:00pm, the Tenants had another domestic dispute and that the sound of dishes breaking could be heard emanating from the rental unit.
13. The Landlord further testified that on October 19, 2025, the Tenant Jhannat (Jannat) Al Noor Mian was outside of the basement door separating the two rental units and repeatedly calling the Landlord a "bitch"
14. After the N7 notice was served, the Landlord stated that there have been subsequent incidents of disturbances and harassment from the Tenants.
15. The Landlords submitted into evidence a video recording taken on October 28, 2025 where the Tenants can be heard arguing and further the Tenant Jhannat (Jannat) Al Noor Mian crying and swearing. (LL exhibit #4).
16. The Landlords also submitted into evidence a video recording taken on November 16, 2025, at 6:57pm, where the Tenants again can be heard arguing, playing loud music and swearing (LL exhibit #5).
17. The Landlords also submitted into evidence a video recording taken on December 21, 2025 at 8:35pm, where the Tenant Jhannat (Jannat) Al Noor Mian can be heard yelling outside of the door separating the two units (LL exhibit #6).
18. The Landlords also submitted into evidence a video recording taken on January 2, 2026, at 6:01pm, where the Tenants can be heard having another argument and the Tenant Jhannat (Jannat) Al Noor Mian excessively shouting and yelling (LL exhibit #7).

Tenant's Evidence:

19. The Tenant Marlon Dwayne Hall provided oral testimony at the hearing. The Tenants have resided in the rental unit since February 2025.
20. The Tenant disputed the damages claimed by the Landlords and stated that the stairs railing was loose upon moving into the rental unit and broke off on its own. With respect to the glass closet door, the Tenant also stated that the door had a slight crack upon move in and that the crack only extended with time.
21. The Tenants disputed damaging the Landlord's plants in the garden bed.

22. With respect to the allegations of noise complaints and harassment towards the Landlords, the Tenant did not dispute that he and his spouse / joint tenant have had some arguments in the past due to ongoing proceedings with the Children's Aid Society and his ex-spouse. The Tenant disputes however that these arguments caused a substantial interference to the Landlord.
23. The Tenant also did not dispute that racial slurs were hurled towards the Landlords but stated that this was not "directly said" to them.

Findings & Analysis:

24. Section 66(1) of the *Residential Tenancies Act, 2006* (the Act) states:

66 (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
- (b) the act or omission occurs in the residential complex.

25. Based on the evidence and submissions before the Board, I am not satisfied that the Tenants, their occupants and/or a permitted guest has seriously impaired the safety of another person within the residential complex. Although the Tenant's conduct may be unwelcoming or offensive, there is insufficient evidence before the Board to suggest that the Landlords or their children's safety was seriously impaired or that there was a risk of serious impairment to safety.

26. Section 63(1) of the Act states:

63 (1) Despite section 62, a landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex,

- (a) wilfully causes undue damage to the rental unit or the residential complex; or
- (b) uses the rental unit or the residential complex in a manner that is inconsistent with use as residential premises and that causes or can reasonably be expected to cause damage that is significantly greater than the damage that is required in order to give a notice of termination under clause (a) or subsection 62 (1).

27. Based on the evidence and submissions before the Board, I am not satisfied on a balance of probabilities that the Tenants have caused willful damage to the rental unit. As this is the Landlord's application, the onus rests with the Landlord to prove the contents of the notice on a balance of probabilities.

28. The Landlords could not confirm how either the railing or the closet mirror were damaged and further, as the Landlords proceeded with an N7 notice only and not a N5 notice, the Landlords must prove that the damages were wilful and not simply negligence. The photographs submitted into evidence by the Landlord
29. As such, I find that the Landlords have failed to prove on a balance of probabilities that the Tenants willfully caused undue damage to the rental unit.
30. Section 65(1) of the Act states:
- 65 (1)** Despite section 64, a landlord who resides in a building containing not more than three residential units may give a tenant of a rental unit in the building notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the conduct of the tenant, another occupant of the rental unit or a person permitted in the building by the tenant is such that it substantially interferes with the reasonable enjoyment of the building for all usual purposes by the landlord or substantially interferes with another lawful right, privilege or interest of the landlord.
31. Based on the evidence and submissions before the Board, I am satisfied that the Tenants have substantially interfered with the Landlord's reasonable enjoyment of the residential complex by causing excessive noise to emanate from the rental unit and further by making offensive comments and racial slurs towards the Landlords.
32. The Landlords provided substantial video / audio recordings to support this portion of their claim, and I find that the Tenants conduct is unacceptable and provides an uncomfortable living environment for the Landlords and their children. Although the Tenants may have other disputes / concerns with the Landlords, there is no excuse for hurling racial slurs against the someone or calling them offensive names.

Claim For Compensation:

33. At the hearing the Landlords withdrew their claim for out-of-pocket expenses to repair and/or replace undue damage pursuant to section 89 of the Act.
34. The Landlords incurred \$186.00 for the costs of filing the application and are entitled to reimbursement of those costs.
35. The Landlord's application also claims daily compensation for use of the unit after the termination date set out in the N7 notice (October 31, 2025).
36. Based on the monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
37. At the hearing the parties agreed that all rent was paid in full to December 31, 2025 and that no rent was paid for the months of February or March 2026. The parties did dispute whether rent was paid in full for the month of January 2026.
38. The Landlord testified that the Tenants only paid \$750.00 for the month of January 2026. The Tenants argued that January 2026 rent was paid in full. The Tenants did not provide

any rent receipts or bank records confirming that the full rent for January 2026 was paid. As such, I accept the Landlord's testimony that only half of the monthly rent was paid.

39. As such, the Tenants will be ordered to pay to the Landlords \$2,307.84 in daily compensation from January 1, 2026 to March 3, 2026 (the hearing date), plus \$49.32 commencing March 4, 2026 until the Tenants vacate the rental unit.
40. The Landlords collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$19.53 is owing to the Tenants for the period from February 1, 2025 to March 3, 2026.
41. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief From Eviction:

42. 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 March 31, 2026 pursuant to subsection 83(1)(b) of the Act.
43. Based on the evidence and submissions before the Board, I do not find that a conditional order to preserve the tenancy is warranted in these circumstances.
44. I find that the Tenants conduct is unacceptable and a clear sign of harassment / substantial interference to the Landlords and their family. I further note that at the hearing, the Tenants appeared to not see any concerns with their conduct, including the racial slurs being hurled at the Landlords. The Tenants lack of accountability for their conduct suggests to me that any conditional order issued would likely be breached and would simply result in further harassment to the Landlords.
45. I find however that it would not be unfair to delay termination to March 31, 2026, to allow the Tenants some additional time to secure alternate housing. I find that delaying further would be unfair to the Landlords as it would likely result in further incidents of substantial interference with the Landlord's reasonable enjoyment.
46. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlords 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 Landlords on or after April 1, 2026.

4. The Tenants shall pay the Landlords compensation of \$788.31 in daily compensation from January 1, 2026 to March 3, 2026. The last months rent deposit and the interest the Landlords owe on the deposit are deducted from the amounts the Tenants owe.
5. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. The total amount the Tenants owe to the Landlords is \$974.31.
7. The Tenants shall also pay to the Landlords \$49.32 per day for compensation for the use of the unit starting March 4, 2026, to the date the Tenants move out of the unit.
8. If the Tenants do not pay the Landlords the full amount owing on or before March 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Fabio Quattrociocchi
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 October 1, 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.