



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105759-25

In the matter of: BR-Basement, 92 ROCKPORT CRES
RICHMOND HILL ON L4C2L8

Between: Ali Hariri Landlords
Nahid Bokae

And

Goodness Adeyemi Tenant

Ali Hariri and Nahid Bokae (the 'Landlords') applied for an order to terminate the tenancy and evict Goodness Adeyemi (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords in a building that has three or fewer residential units and the Landlords reside in the building.

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

This application was heard by videoconference on February 5, 2026.

Only the Landlord Nahid Bokae, the Landlords' witness Pouya Hariri ('P.H'), and the Landlords' legal representative Danial Yousefian Amirkhiz attended the hearing.

As of 9 :27a.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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the ground for termination of the tenancy with respect to wilful damage. Therefore, the tenancy between the parties is terminated.
2. The Landlords have not proven on balance of probabilities the claim for compensation in the application. Thus, the Landlords will not be awarded daily compensation.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On December 12, 2025, the Landlords gave the Tenant an N7 notice of termination. Many reasons and dates were provided in this notice. A summary of the allegations is that between September 28, 2025, to November 22, 2025, the Tenant engaged in various conduct, either inside the rental unit and/or at the residential complex, which involved playing loud music, kicking a soccer ball at the walls, smoking indoors, removing smoke alarms, knocking on the front door of other tenants unit without any cause, all which substantially interfered with either the Landlords' reasonable enjoyment of their unit or their lawful right, privilege or interest. On November 11, 2025, the Tenant assaulted the Landlords' son by pushing him onto the ground at the residential complex and then proceeded to kick him. On November 23, 2025, the Landlords observed the door latch to a door that was exposed, and this constituted damage which was wilfully caused by the Tenant.

5. Subsection 63 of the *Residential Tenancies Act, 2006* (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

6. Based on the evidence adduced at the hearing, I am satisfied that the Landlords have proven their claim with respect to wilful damage. P.H claimed that on November 23, 2025, he observed that the latch to a door located at the residential complex was exposed. The door would not close, and it had to be replaced. P.H argued that the damage to the door (the exposure of the door latch) was wilfully caused by the Tenant because the Tenant kicked a soccer ball at the door. The Tenant had been previously advised by the Landlords to not kick the soccer ball, but the Tenant continued with his conduct. I accept P. H's unchallenged evidence that the damage to door was wilfully caused by the Tenant kicking a soccer ball at the door. A photograph of the damaged door was also filed as evidence with the Board, and it corroborates his testimony. The photograph of the damage door reveals a large wooden chunk missing from the front of the door and the latch to the door is fully exposed. Given the nature of the damage, I am satisfied that the damage to the door is undue, and that it was, more likely than not, caused wilfully.
7. Since I am satisfied that the Landlords have proven their claim with respect to wilful damage, it is not necessary to consider the other grounds for termination in the N7 notice of termination.

Daily compensation

8. The Landlords seek daily compensation for use and occupation of the rental unit from the termination date. The Landlords did not provide sufficient evidence as to how much the Tenant has paid to the Landlords in rent since the termination date or the total amount being claimed for daily compensation. This is evidence I would have reasonably expected the Landlords to adduce in support of their claim.
9. Accordingly, I am not satisfied on a balance of probabilities, that the Landlords have proven their claim for daily compensation. Therefore, I decline to award daily compensation.
10. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

Relief from Eviction

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlords' legal representative is not aware of any circumstances which the Board should be made aware of whether to refuse or delay eviction.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 11, 2026.
2. If the unit is not vacated on or before March 11, 2026, then starting March 12, 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 March 12, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing on or before March 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 12, 2026, at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

Inderdeep Padma
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 12, 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.