



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-092367-25

In the matter of: 624, 2660 NORBERRY CRES
OTTAWA ON K1V6N2

Between: Norberry Residences Landlord

And

Raghdaa Ahmed Tenant

Norberry Residences (the 'Landlord') applied for an order to terminate the tenancy and evict Raghdaa Ahmed (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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

Norberry Residences (the 'Landlord') also applied for an order requiring Raghdaa Ahmed (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 10, 2026.

Only the Landlord's agent Lawrence Antone, and the Landlord's legal representative, Charlie Bobrowsky attended the hearing.

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. However, despite that the tenancy between the Landlord and the Tenant shall continue.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On October 23, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on October 23, 2025. The notice of termination contains the following allegations:
 - Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my reasonable enjoyment of the residential complex, and or lawful rights, privileges or interests.
 - You or someone visiting or living with you has willfully or negligently damaged the rental unit or the residential complex.
4. The Tenant removed a bed bug infested mattress from the rental unit and placed it in the garbage room putting the hallways of the residential complex and the garbage room at risk of a bed bug infestation.
5. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for substantial interference

7. The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
8. The Landlord agent testified that he observed video footage showing the Tenant from Unit 624 placing a mattress in the garbage room of the building. He stated that he recognized the Tenant in the video. The Landlord's agent testified that he personally inspected the mattress on the same day and observed bed bugs on it. He stated that staff had received complaints of bed bugs and that staff also observed bed bugs on the mattress. The Landlord entered into evidence a video recording of the Tenant placing the mattress in the garbage room.
9. The Landlord also called Vilma Szeri, an administrator in the Landlord's office. Ms. Szeri testified that approximately one week after the mattress was disposed of, she had a conversation with a social worker regarding treatment of the Tenant's unit and replacement of the mattress. She testified that social services were aware of the bed bug infestation.

10. Ms. Szeri testified that it was the superintendent's responsibility to remove the mattress and that she schedules pest control treatment. The Landlord agent produced Waste Connections invoice #6716156 in the amount of \$199.20 plus HST, totalling \$225.00, for disposal services. The Landlord testified that two employees were required to transport the mattress via elevator to the garbage area and that the total cost for labour and related expenses was calculated at \$450.00. The Landlord further submitted that employees were paid \$35.00 per hour each and were required to wrap the mattress and wear protective masks and suits.
11. The employees who allegedly performed this work did not testify. No invoices or payroll records were submitted to substantiate the additional labour costs or the cost of protective gear. The Landlord seeks a total amount of \$535.00, which includes the invoice amount and additional labour-related costs.
12. The Tenant did not attend the hearing and provided no evidence or further information for the Board to consider. In the absence of any evidence from the Tenant, there was no evidence before the Board that the Tenant provided advance notice to the Landlord or followed any protocol for disposal of infested furniture.

Analysis

13. The uncontested video evidence and the testimony of the Landlord's agent establish on a balance of probabilities that the Tenant placed a mattress in the garbage room of the residential complex. I accept the Landlord's agent testimony that he observed bed bugs on the mattress. His evidence was direct and based on personal observation.
14. Disposing of a bed bug-infested mattress in a common garbage room without proper wrapping, notice, or coordination with management poses a significant risk of spreading infestation within the residential complex. I find that this conduct constitutes substantial interference with the Landlord's lawful rights and interests and amounts to undue damage within the meaning of s. 62 of the Act.
15. The Landlord bears the burden of proving the amount of reasonable out of pocket expenses claimed. The Waste Connections invoice in the amount of \$225.00 is supported by documentary evidence. I am satisfied that this expense was reasonably incurred as a direct result of the Tenant's conduct. The additional amounts claimed for employee labour and protective equipment are not supported by documentary evidence. The employees did not testify, and no payroll or supply invoices were produced to support that the Landlord incurred additional claims over and above what the employees were paid on a daily basis. The Landlord's evidence regarding these costs was uncertain and speculative.
16. In the absence of sufficient documentary evidence, I am not satisfied on a balance of probabilities that the Landlord has proven the additional \$310.00 claimed. Accordingly, I find that the Landlord has incurred reasonable out-of-pocket expenses of \$225.00.

Relief from eviction

17. 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 grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

18. The evidence establishes that the tenancy commenced in 2018 and has been ongoing for approximately eight years. There was no evidence before the Board of prior N5 notices, repeated misconduct, or a pattern of similar behaviour. I find that this was an isolated, one-time event.
19. While disposing of an infested mattress improperly is serious, the absence of recurrence, the Tenant's long-standing tenancy since 2018, and the lack of prior incidents weigh heavily against eviction.
20. According to s.83 of the Act, when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue"
21. In the circumstances of this case, including the Tenant's long standing tenancy, the absence of prior misconduct, and the fact that the issue can be addressed through monetary compensation, I find that termination of the tenancy would be disproportionate. The Landlord's remedy is appropriately addressed through a payment order only.

It is ordered that:

1. The tenancy between the Landlord and the Tenant shall continue.
2. The Tenant shall pay to the Landlord \$225.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$411.00.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

March 12, 2026
Date Issued

Nathan Korenberg
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.