



Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006

Citation: Neal v Toutounchian, 2026 ONLTB 22527

Date: 2026-03-16

File Number: LTB-L-026382-24

In the matter of: 64 Normark Drive
Markham ON L3T3R1

Between: John Neal Landlord

And

Hassan Toutounchian Tenants
Mahzad Beheshtzadeh-Kiaie

John Neal (the 'Landlord') applied for an order to terminate the tenancy and evict Hassan Toutounchian and Mahzad Beheshtzadeh-Kiaie (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

Further, the Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

Further, the Landlord also applied for an order requiring the Tenants pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants 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 December 4, 2025.

The Landlord, the Landlord's witnesses Jian Fei Wu and Wan Li Wan, the Tenants and the Tenant's Representative Mohammed-Reza Toutounchian attended the hearing.

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. Therefore,

the tenancy is terminated as of April 30, 2026, and the Tenants shall pay to the Landlord \$3,971.72.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On March 31, 2024, the Landlord gave the Tenants an N12 notice of termination with the termination date of May 31, 2024. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord's spouse's child.
4. Wan Li Wan testified on behalf of the Landlord that she is married to the Landlord since 2007 and had also lived in the unit herself from 2007 to 2018. She further testified that her son, Jian Fei Woo would be moving into the unit as outlined in the Landlord's notice.
5. Jian Fei Woo also testified on behalf of the Landlord and testified that he also lived in the unit with his mother from 2007 to 2018 and that he is in a relationship and intends to move into the unit.
6. The Landlord testified that he has owned the property since 1989 and that the tenancy in question started August 1, 2021.
7. The Landlord attempted to compensate the Tenants an amount equal to one month's rent by May 31, 2024, however, the Landlord testified that the Tenants were sent the cheque but never cashed it. As such, it was cancelled.
8. Having considered the evidence of both parties, I am satisfied on a balance of probabilities that the Landlord in good faith requires possession of the rental unit for the purpose of their spouses' child's residential occupation for a period of at least one year.

Section 83 Considerations

9. The Tenants testified that they would need three months to vacate the unit should I order eviction. No reason was given for same, and no circumstances concerning the vacating of the premise was provided by either party. Having considered the evidence that was presented, I will postpone eviction to April 30, 2026.
10. 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act.

Willful Damage

11. The Landlord testified that he had conducted an inspection of the unit on February 24, 2024, and had identified damages he has included in this application, including:
 - a) Drapes;
 - b) Key Lockset;
 - c) Bathtub Pop-up Drain;
 - d) TV Wall Mounts x 2;
 - e) Water Meter;
 - f) Washer & Dryer

- g) Laundry Room Wall;
- h) Security Light;
- i) Cameras;
- j) Bathtub Caulking;
- k) Spilled Fuel.

12. The Landlord testified that blackout drapes were included in the rental unit and that he had left the blinds in the unit because not every tenant might want to pay for their own curtains. The Landlord testified that on one occasion noticed the drapes were no longer there and had questioned the Tenants regarding same.
13. The Landlord said that sometime after, the drapes reappeared and then disappeared again and have not been seen for a year. The Landlord is claiming \$1,500.00 plus tax and hanging for a total of \$1,600.00.
14. The Tenants testified that the drapes were located on the wall and that they would be periodically replaced with other curtains or window coverings. The Tenants testified that they had told him about the drapes, but he never asked for them back.
15. The Landlord is also claiming \$560.00 for a new key lockset, as the Tenants had changed the unit's locks without his permission. The Landlord cited the lease where it stated that the Tenants had agreed to seek the Landlord's permission to change the unit's locks. The Landlord testified that the Tenants are now using the Mud Room as a separate unit that is being rented out or subletted.
16. The Tenants testified that they changed the locks because there were so many robberies in the area and that the Landlord has four other keys to get into the unit.
17. The Landlord is also claiming \$150.00 for the replacement and installation of a new bathtub pop-up drain as the Tenants had removed it from the bathtub.
18. The Tenants also used wall mounts to install two TVs in the unit and is seeking \$757.00 to repair the wall but filling in the holes and repainting the wall. The Tenants testified that they could not use stands because they have children and that they were installed by a professional. No evidence was provided to support this testimony.
19. The Tenants has also removed the cover off of the unit's water meter in the basement for reasons unknown to the Landlord, as the meter can be read from outside. The Landlord is claiming \$260.00 for the damage to the drywall.
20. The Landlord is also claiming \$575.00 for damage to the washer's gasket. The Landlord is also claiming \$125.00 damage to the laundry room wall where the Tenants' rack was against wall. The Tenants testified that they did clean the washer and dryer and that the dirt and drywall damage is normal wear and tear.
21. The Landlord is also claiming damage to a security light for \$100.00 that appeared to have been broken off by the Tenants taking one of their ATV's out for a ride. The Tenants testified that the lights are 30 years old and could have rusted off.
22. The Landlord submitted photos of the garage door both before and during the tenancy, showing that the Tenants had nailed a board in the door. The Tenants testified that they

had installed this board due to mice trying to enter the unit's garage. The Landlord is claiming \$237.30.

23. The Landlord is also claiming \$125.00 for the removal and replacement of the bathtub caulking that damaged the acrylic. The Tenants testified that they believe the mould and damage may have occurred prior to their tenancy but offered no evidence to support that notion.
24. The Landlord is also claiming \$225.00 for spilled fuel and oil on the unit's driveway. The Tenants testified that they had already paid the Landlord for the oil spilled on the grass.
25. The Tenants submit that the damages being claimed by the Landlord had either already existed prior to the tenancy, are blamed on the unit's previous tenant, or should be found to be normal wear and tear. The Tenants also submitted that their family member is a contractor and that they would repair the unit on their own, at their own cost.
26. Having considered the evidence of both parties, I am satisfied on a balance of probabilities that the Tenants, another occupant of the rental unit or a person whom the Tenants permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
27. It's clear in my view that the Tenants were aware of the damages they themselves caused as they offered to repair the costs at their own expenses. I don't find that request to be reasonable as the Tenants did not present any plan to do same and I don't believe the Tenants will repair their damage.
28. The Landlord has incurred reasonable costs of \$7,320.00 to repair the damage and replace property that was damaged and cannot be repaired.

Substantial Interference

29. The Landlord is also claiming the Tenants substantially interfered with his reasonable enjoyment of the unit by;
 - a) Denying the Landlord front door access to the unit and is seeking \$300.00 for his time in pursuing this claim;
 - b) Kept a motorcycle in the unit and is asking the Board to order the removal of same;
 - c) The Tenants relocated a refrigerator from the unit into the laundry room, obscuring the floor drain. The Landlord is claiming \$100.00 for the time required to return the refrigerator out of the laundry room.
 - d) \$100.00 for the time required by the Landlord to remove packaging tape that was applied around the storage access door.
30. The Tenant Mahzad Beheshtzadeh-Kiaie testified that he used to live downstairs and that his mother and father lived upstairs and that the fridge was moved for this purpose. The Tenant also testified that the motorcycle in the unit is a small dirt bike that is a collector's item which has been left at his brother's house.

31. Having considered the evidence of both parties, I am satisfied that the Tenants, another occupant of the rental unit or someone the Tenants 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.
32. That said, I am not satisfied that the \$300.00 claimed for the Landlord's time in pursuing this application is reasonable. These costs were not fully explained and will not be ordered. Further, the Tenants have stated that they have removed the dirt bike from the unit however, they may still be liable for any other damage the storage of same may have caused.
33. That said, I am satisfied with the costs claimed for the Landlord's time to return the refrigerator out of the laundry room, and removing the tape the Tenants applied to the storage room door.
34. The Landlord has incurred reasonable out-of-pocket expenses of \$200.00. These expenses were incurred as a result of the substantial interference.

Costs, Last Month's Rent Deposit & Interest

35. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
36. The Landlord collected a rent deposit of \$3,734.28 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$218.94 is owing to the Tenant for the period from August 1, 2023, to December 4, 2025.

s. 48.1 Compensation

37. As the Tenants never cashed the compensation cheque, they are still entitled to their compensation of \$3,734.28 as required under s. 48.1 of the Act. As the Landlord has been successful in both his claim for the termination of the tenancy and compensation for damages and substantial interference, the compensation will be offset from those awarded amounts.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenants shall pay to the Landlord \$7,320.00, which represents the reasonable costs of repairing the damage or replacing the damaged property.

5. The Tenants shall also pay to the Landlord \$200.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes to the Tenants \$3,734.28 which is compensation in accordance with s. 48.1 of the Act.
8. The total amount the Tenants must pay the Landlord is \$3,971.72.
9. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.

March 16, 2026

Date Issued

Jagger Benham

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 Tenants expires on November 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.