



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Siadatmousavi v Okopie, 2026 ONLTB 24177

Date: 2026-03-24

File Number: LTB-L-105384-25

In the matter of: 30 ABINGDON DR
NEPEAN ON K2H7M7

Between: Haleh Siadatmousavi Landlord

And

Tefe Okopie Tenant
Simon Boisvert

Haleh Siadatmousavi (the 'Landlord') applied for an order to terminate the tenancy and evict Tefe Okopie and Simon Boisvert (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 number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards;

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

Haleh Siadatmousavi (the 'Landlord') also applied for an order requiring Tefe Okopie and Simon Boisvert (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 March 16, 2026.

The Landlord's Representative Mohsen Azimi, the Landlord, the Landlord's husband Hassani Raja, the Landlord witness Nathan Grisel, the Landlord's witness Ebrahim Latifi and the Tenant Tefe Okopie attended the hearing.

Preliminary Issue:

1. The Landlord requested to amend the L2 application to include the out-of-pocket expenses that are the result of the Tenant's failure to pay the utility costs she is required to pay under the terms of the tenancy agreement.
2. On January 2, 2026, the Landlord served a copy of the amended application to the Tenant. At the hearing, the Tenant confirmed receiving a copy of the amended application, so the Board proceeded with the claims on the amended application.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities, some of the grounds for termination of the tenancy and some of the claim for compensation in the application. However, the tenancy between the Landlord and the Tenant shall continue if the Tenant meets the conditions set out below in this order.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On November 11, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains, in part, the following allegations:

November 14, 2025, the Landlord conducted an inspection of the property and observed the following significant damages and overcrowding:

Damage to doors – main entrance and multiple interior doors

Damage to Bathroom – fixtures, flooring and walls

Damage to kitchen – sink, faucet and fixtures

Damage to lighting – fixtures and bulbs broken, missing or non-functional

Garbage accumulation – waste left outside for extended period causing rodents

Environmental Hazard – oil leaking from car in garage causing an environmental hazard and unsafe conditions.

Overcrowding – during the inspection the Landlord observed 7 beds throughout the unit, 2 additional beds in the basement and multiple sofa beds appearing to be used for sleeping.

Landlord's Evidence

5. The Landlord's witness Nathan Grisel (NG), a City of Ottawa Property Standards Officer, testified that a complaint was received on December 1, 2025, about junk/debris on the property and he attended the property on December 2, 2025, at which time he observed torn open garbage bags, loose debris, broken furniture and appliances. He further

observed that the driveway needed to be shoveled. A copy of the Bylaw Violation Notice was submitted as evidence.

6. NG testified that an order to clean the property was sent by registered mail and email to the Landlord on December 2, 2025, and he reattended on December 16, 2025, observing that no work had been completed so a city crew was called to the property and the work was completed and billed to the Landlord. The bill was for \$383.69 plus an additional \$75.00 will be billed for preparing the invoice.
7. The Landlord's witness Hassani Raja (HR), the Landlord's husband, testified that he attended the property on November 14, 2025, with a contractor and observed the damage listed in the N5 notice. Photos of the interior and exterior of the home were submitted as evidence.
8. HR testified to the damage on the kitchen wall beside the stove, the broken kitchen faucet, damaged baseboards, closet doors, broken and missing vents, damage in the bathroom including a missing toilet paper holder, a broken vanity, damaged mirror, broken tiles, and damage to the surface of the bathtub, doors broken, trim missing, small holes in the walls and all walls needing painting.
9. HR further testified to the overall condition of the inside of the unit being dirty and unsanitary and the outside of the unit having garbage strewn across the yard causing rodents.
10. HR testified that during the inspection he observed 6 to 7 mattresses, an unknown person in the unit, the furnace room packed with belongings causing a safety issue and a room that the Tenant would not allow him to look inside.
11. HR testified that although the house is old, the unit was clean and in good unbroken condition when the Tenant took possession.
12. The Landlord Haleh Siadatmousavi testified that the Tenant signed a lease for only 2 people and that she has not provided the Tenant with consent to have any other people live in the unit,
13. The Landlord's witness Ebrahim Latifi (EL), a contractor, testified that he supplied the quote to the Landlord on November 19, 2025, based on the inspection conducted on November 14, 2025, with an estimate of \$26,837.50 to repair, restore and/or clean the inside and outside of the Tenant's unit.
14. EL testified that he had done the inspection/work/repairs to the unit prior to the Tenant moving in and that the unit was in great condition with no visible damage.
15. EL testified to the quote and that it would take approximately 1 month to complete the work and would be better to complete with the unit vacant as the time would be much longer with the Tenant present.

Tenant Evidence

16. The Tenant testified that the unit is a 4-bedroom house which she originally rented with herself, her partner and 2 other people who were not on the lease.

17. The Tenant testified that her partner no longer lives at the unit but there are 4 to 6 people living in the house, who are her relatives. She further testified that no one pays her rent, they pitch in for the bills and that she is allowed to have roommates and the Landlord is not able to tell her who she can have live with her in a large 4-bedroom house.
18. The Tenant testified that the house was not clean when she moved in and she spent 3 days cleaning it. She further testified that the previous tenants left belongings, and she removed them from the house and put them in the backyard.
19. The Tenant testified that she did damage one interior door, admitted that the garbage outside that was cleaned by the city was partially the result of her or her roommates, but the furniture was from the previous tenants and that she owed the \$1,304.34 for the water bill.
20. The Tenant testified that the closet doors are not damaged but come off the tracks and she has told the Landlord who just tells her to put them back on.
21. The Tenant denied the remaining alleged damage and testified that it is either normal wear and tear or just in need of cleaning, as she lives with men who are not the cleanest.
22. The Tenant testified that the toilet paper holder was not there when she moved in, that there is absolutely no damage to the front door – it opens, closes and locks, the paint in the home is yellow, so it appears to be dirty, the vents were missing or damaged prior to her moving in and the damage to the wall beside the stove is from the heat of the stove itself.
23. The Tenant further testified that the small holes and stickies on the wall were left from the previous tenant, and she has never complained about the house because she accepts that it is an older home.

Analysis

Damages

24. The Landlord sought compensation in the amount of \$26,8370.50 as the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex willfully or negligently caused undue damage to the rental unit or residential complex.
25. Section 62(1) of the *Act* provides:

62(1) a landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex.
26. To succeed on this claim, the landlord must establish the following:
 - a) physical damage to the rental unit or the residential complex;
 - b) physical damage that is “undo”, meaning not normal wear and tear; and

- c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.
27. On an application before the Board the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of the events is true. In this case, that burden falls on the Landlord.
28. For the reasons that follow, I find it is uncontested that the Tenant damaged one interior door and is partially responsible for the cost of the cleaning by the City. I find that the Landlord has not led sufficient evidence to establish that the Tenant negligently caused the alleged remaining damage to the residential complex.
29. HR and EL both testified that the unit, although old, was in great condition prior to the Tenant moving in and although EL testified that he inspected and repaired the unit before the Tenant moved in, the Landlord was unable to provide a single photo of the unit prior to the Tenant taking possession or a copy of the invoice for the inspection and any repairs.
30. In reviewing the quote from the contractor EL, I find the following:
- a) the Landlord is seeking \$1,250.00 for repair of the main door, but no evidence of any damage to the main door was submitted and the Tenant offered to walk to the front door to show that there was no damage.
 - b) the Landlord is seeking \$1,750.00 for repair of the interior doors. Other than the damage to the 1 door the Tenant admitted to, I did not see damage to any other doors other than closet doors being off tracks or a missing trim which appears to be dated as there is paint where the trim should be.
 - c) the Landlord is seeking \$1,200.00 for the bathroom vanities. Other than what appears to be a few paint chips missing, I do not find any damage to the vanities.
 - d) the Landlord is seeking \$2,500.00 for damage to the hardwood flooring although no evidence of any damage to the floors was submitted.
 - e) the Landlord is seeking \$3,500.00 for damage to the walls and smoke stains and an additional \$11,200.00 to repaint the entire home. Based on the photos and evidence before me, I find that the small holes and stickies on the wall are normal wear and tear, and no evidence was submitted to suggest that there is any damage caused by smoke. Although I agree that the walls and the unit may need a deep clean, whether the unit would need to be painted after the cleaning was not proven. Furthermore, I find the damage to the wall directly beside the stove is caused by the heat from the stove and the lack of any tiling or protective coating.
 - f) the Landlord is seeking \$550.00 for the kitchen sink and faucet although no evidence was submitted of any damage to the sink and the faucet was broken but there was no evidence as to the cause of the damage. Basen on the evidence I am unable to determine if the damage is due to age or any negligence of the Tenant.
 - g) the Landlord is seeking \$400.00 for lighting and bulb replacement but no evidence was submitted of any damage to light fixtures.
 - h) the Landlord is seeking \$900.00 for exterior cleaning which appears to be the cleaning the City attended for in December 2025 and billed the Landlord for. I find the Tenant contributed to the garbage and debris on the outside of the unit as

admitted in her testimony, but I also find that the furniture and the dishwasher were items that the Landlord should have had removed as they were most likely from the previous tenants or in the case of the dishwasher, the Landlord replaced it with a new one and left the old one on the property for the Tenant to dispose of. No evidence was submitted to suggest that there has been any issue with garbage or debris since the City cleaned the property.

- i) the Landlord is seeking \$500.00 for pest control, and no evidence was submitted to support the need for pest control.

- 31. Based on the evidence and testimony before me, I do not accept the testimony of HR or EI as to the condition of the unit prior to the Tenant moving in or the estimated cost to repair the alleged damage.
- 32. I find the Tenant was honest and credible in her testimony about the condition of the home at the time she moved in and her testimony about the house currently being messy and needing to be cleaned.
- 33. I do not find that the unit, in need of a cleaning, shows that the Tenant has willfully or negligently caused any damage to the unit other than the one interior door and part of the garbage the Landlord was billed by the City to have removed.
- 34. Therefore, I find that the Landlord has incurred reasonable costs of \$579.35 to repair the one interior door (\$350.00) and 50% of the cost of having the City clean the property (\$229.35).

Overcrowding

- 35. The Landlord in the N5 notice alleges that the number of persons occupying the rental unit on a continuing basis contravenes health, safety, or housing standards required by law.
- 36. In addressing the issue of overcrowding and the allegation that the Tenant has people living in her unit without the permission of the Landlord, I refer to LTB Guideline 21 where it is outlined, in part:

Occupants and Roommates

There is no definition of "occupant" in the RTA.

For the purposes of proceedings at the LTB, an "occupant" may be considered to be a person who is not a tenant but who lives in a rental unit as their principal place of residence. An occupant may be authorized or unauthorized depending on the facts of each case.

Similarly, there is no definition of "roommate" in the RTA.

A "roommate" is a person who, like an occupant, shares a room, a rental unit, or part of it with a tenant, but is not a tenant.

In the ordinary circumstance, a person may reside as an occupant or a roommate in a rental unit with or without the consent of the landlord provided that the tenant also resides in the rental unit.

An occupant or roommate lives in the rental unit at the invitation and at the indulgence of the tenant and under the terms of the tenancy. An occupant or roommate cannot file an application at the LTB relating to the tenancy against either the landlord or the tenant.

37. In the matter before me, it is not disputed that the Tenant continues to reside in the rental unit and there is no evidence before me that the number of occupants is in excess of the number of people permitted per the Ottawa Property Standards Bylaw. Therefore, this portion of the Landlord's application must be dismissed.

Utilities

38. It is uncontested that the Landlord incurred, and the Tenant is responsible for the unpaid cost of the water in the amount of \$1,304.34.

Relief from Eviction

39. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of my order.
40. The Tenant is seeking to preserve her tenancy and requested a payment plan should she be found responsible for any of the damages.
41. 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 subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
42. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
43. The Landlord did not present any evidence in support of their claim for compensation and therefore, the claim for compensation is denied.
44. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

It is ordered that:

2. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
3. The Tenant shall pay to the Landlord \$2,072.69 which represents the reasonable costs for replacing the interior door, half of the cleaning bill to the City, the outstanding balance of the water bill and the cost of filing the application.

4. The Tenant shall pay this amount owing to the Landlord as follows:

The Tenant shall pay to the Landlord \$300.00 per month on the 1st day of each month starting May 1, 2026, and continuing on until October 1, 2026 inclusive, and a final payment on November 1, 2026 in the amount of \$272.69.

5. If the Tenant fails to comply with the conditions set out in paragraph 4 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

March 24, 2026
Date Issued

Brenda Mercer
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.