



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mohammed v Forat, 2026 ONLTB 20735

Date: 2026-03-30

File Number: LTB-L-092422-25

In the matter of: LOWER LEVEL, WEST SIDE BEDROOM 2
64 MILADY RD
NORTH YORK ON M9L2H8

Between: Raju Mohammed Landlord

And

Jaroo Forat Tenant

Raju Mohammed (the 'Landlord') applied for an order to terminate the tenancy and evict Jaroo Forat (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. **(L1 application)**

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant and 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.

The Landlord also applied for an order requiring 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. **(L2 application)**

This application was heard by videoconference on February 12, 2026 and March 27, 2026.

The Landlord, the Landlord's representative (daughter), Jannatul Fardusi, and the Tenant attended the hearing on February 12, 2026.

Only the Landlord and the Landlord's representative (daughter), Jannatul Fardusi, attended the reconvened hearing on March 27, 2026. As of 9:15 a.m., the Tenant was not present and the matter proceeded with only the Landlord's evidence. After the hearing, technical support advised that the Tenant reached out to them at 9:11 am to advise that he was having difficulty connecting to the hearing. Unfortunately, the Tenant was only provided with Zoom link, phone number and passcode at 9:43 am., which was after the reconvened hearing had been concluded.

Determinations:

Preliminary Issues

Adjournment request

1. At the outset, the Tenant requested that the matter be adjourned so that he could retain a legal representative, arrange for a witness and submit evidence. He also claimed that he only received the Landlord's evidence two days ago. He subsequently stated he received the Landlord's disclosure no more than four or five days ago.
2. The Landlord's representative opposed the adjournment request, stating that the Landlord had taken the day off work to attend the hearing, the N4 notice had been served in October 2025 and the Landlord had been waiting months for the hearing. The Landlord's representative denied that the Landlord's evidence was served late. She produced a video [Doc 7359369] and a screenshot of the video [Doc 6359474] confirming that the Landlord served disclosure (i.e. USB stick) on the Tenant on February 5, 2026.
3. I exercised my discretion to deny the Tenant's request to adjourn the hearing. There was no evidence before me that the Tenant had taken any steps to obtain legal advice or hire a legal representative since receiving the N4 notice or the Notice of Hearing and I was satisfied that the Landlord's disclosure had been provided to the Tenant seven days before the hearing. Given that the Tenant was served with the N4 notice four months ago, the Tenant had ample opportunity to seek legal advice or retain a representative. I found that an adjournment was not appropriate in the circumstances and proceeded to hear the application on its merits.

What is the lawful monthly rent?

4. The Landlord's position was that the lawful monthly rent was \$750.00. He stated that he received \$550.00 per month directly from OW and that the parties verbally agreed that the Tenant would pay \$200.00 per month in cash. The Landlord produced a copy of the tenancy agreement [Doc 7361053] signed by the parties on December 1, 2022. While the amount of rent was initially typed on the agreement, that amount was crossed out and the amount \$750.00 was hand-written above. While the Landlord's initials appear below the hand-written amount, the Tenant's initials are absent.
5. The Landlord admitted that he did not provide the Tenant with:
 - receipts for any of the cash payments.
 - rent receipts
6. The Tenant denied that the lawful monthly rent was \$750.00 and that his copy of the lease confirmed that the lawful monthly rent was \$550.00. He stated that his rent was paid directly by OW and denied that he agreed to pay the Landlord \$200.00 per month in cash to top up the rent. The Tenant provided copies of the following documents:

- N4 notice dated October 17, 2023 indicating that the Tenant's monthly rent was \$550.00 [Doc 7420764 and 7420769]
 - OW statement confirming that the amount of \$550.00 was paid directly to the Landlord for the period January 11, 2023 to January 23, 2026 [Doc 7420778, 7420779 and 7420782]
7. Although the Landlord confirmed that it was his signature on the N4 notice dated October 17, 2023, he claimed that he did not give the Tenant an N4 notice dated October 17, 2023. The Landlord's position is that the N4 notice is fraudulent.
 8. Based on the evidence before me, I prefer the Tenant's evidence and find that the lawful monthly rent is \$550.00. First, there is no dispute that the amount of rent on the tenancy agreement was crossed out and the amount \$750.00 was hand-written in. Given that the Tenant did not initial that change, I am not satisfied that they agreed to a monthly rent of \$750.00 and the original amount of rent is illegible.
 9. Second, the Landlord had not documentary evidence, such as receipts for cash payment or rent receipts, to corroborate his testimony that the Tenant paid him an additional \$200.00 for monthly rent.
 10. Third, while the Tenant did not attend the reconvened hearing, I am not persuaded by the Landlord that the N4 notice is fake. He admitted that his signature appears on the N4 notice and I see no evidence on the document that it has been tampered with.
 11. Lastly, the OW statement confirms the Landlord received \$550.00 for the Tenant's rent each month. There is no documentary evidence to suggest that OW was only paying a portion of the Tenant's monthly rent, rather than the full amount.

The L1 application

12. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
13. I find that the N4 notice is invalid because it states that the monthly rent is \$750.00, instead of \$550.00 as determined above. As such, the Landlord's L1 application is dismissed. The Landlord is not barred from serving a new N4 notice on the Tenant.

L2 Application

14. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and some of the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant shall pay the Landlord \$374.57.
15. The Tenant was in possession of the rental unit on the date the application was filed.
16. The rental unit is a bedroom located in the basement of a semi-detached two-storey home. The Tenant shares the basement kitchen with three tenants on the main floor and one other tenant in the basement.

Substantial Interference

17. On October 14, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant was using the driveway, backyard porch and common areas for storage of personal belongings, the Landlord received a fine from the City because the Tenant refused to remove the items, the Tenant was aggressive and verbally threatened the Landlord, and the Tenant had caused damage to the unit.
18. The Landlord stated that the Tenant has been storing junk, assorted wires and motorcycles in and around the residential property since March 10, 2025. He produced a series of photographs taken on March 10, April 26, 30 and May 31, 2025 of batteries, wires and personal items piled in the kitchen, assorted broken motorcycles at the side of and in the driveway of the house, piles of junk, motorcycle parts, wires, gas cans, tires, etc. beside the house and in the driveway, a motorcycle chained on the boulevard, plastic storage boxes and tarp covered piles on the back porch, and piles of personal belongings in the common hallway outside the Tenant's room [Doc 7315684, page 4 to 8].
19. On June 16, 2025, the city issued a Notice of Violation to the Landlord following a recent by-law inspection of the property. The Notice reads as follows:

Owner of land failed to clean and clear refuse that has been thrown, placed, dumped or deposited, including but not limited to furniture, appliances, broken motorcycle and parts, plastic parts, doors, plastic bags, soft covers, pillows, containers and loose litter and debris.
20. Although the Landlord was ordered to clean and remove all stored waste off property from the front yard, driveway, side yard and rear yard on or before June 30, 2025, the Tenant refused to remove his belongings. On August 7, 2025, the city issued an inspection fee invoice to the Landlord in the amount of \$188.57 [Doc 7315684, page 26] for failing to clear the items stored by the Tenant on and around the residential property.
21. The Landlord produced photographs taken on June 23, 24, 29, July 12 and 19 2025 [Doc 7315684, pages 11-24] showing multiple motorcycles, piles of junk, tires and batteries stored on the driveway, multiple full plastic bags (including bags of empty cans) stored inside of the Landlord's private shed in the backyard and personal items stored in the common hallway outside the Tenant's door and piled under the kitchen table.
22. The Landlord believes that the Tenant is using the property to fix broken motorcycles and then sell them. He said that the parking area is for all tenants but the Tenant has completely taken it over.
23. On November 25, 2025, the city issues another Notice of Violation to the Landlord related to the Tenant's failure to remove the junk and items he is storing on and around the residential property [Doc 7315684, page 45].

24. The Tenant testified that the Landlord is "setting him up" and that the Landlord is also using the property to store items. He said he used to have access to two large storage areas in the basement, but the Landlord converted that space to another kitchen, leaving the Tenant with no place to store his belongings. He said the Landlord also converted the garage into a room which also eliminated storage space.
25. The Landlord denied that he added a second kitchen in the basement, stating that doing so would require new plumbing and given that there was already one kitchen in the basement and one upstairs, adding a third kitchen made no sense. A city inspection confirmed that there was only one kitchen in the basement.
26. Based on the evidence before me, I am satisfied that the Tenant has been storing excessive amounts of personal belongings, junk and motorcycles in and around the rental property, causing by-law enforcement to issue notices of violation and a fine to the Landlord. I am not persuaded by the Tenant's testimony that many of the items stored in the driveway belong to the Landlord. The Tenant did not produce any documentary evidence, such as photographs, or witnesses to confirm that he used to have access to storage inside the home and the garage.
27. I am satisfied that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
28. I find that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

Compensation for out-of-pocket expenses

29. The Landlord's application claims reimbursement of the \$188.57 fine from by-law under section 89 of the Act (i.e. damages) instead of section 88.1 (i.e. out-of-pocket expenses for substantial interference). In my view, however, both the N5 notice and the application make it clear that the Landlord wants the Tenant to reimburse him for the fine that was levied against him because of the Tenant's actions. Therefore, I find it reasonable to amend the application to claim the amount of \$188.57 under section 88.1 of the Act.
30. Based on the evidence, I am satisfied that the City levied a fine against the Landlord in the amount of \$188.57 because the Tenant refused to remove the junk and personal items around the property.

Damage

31. The Landlord claims that the Tenant broke an interior wooden separation door, an exterior storm door and a thermostat cover at the rental property.
32. He stated that the Tenant broke a locked interior wooden door off its hinges because he wanted to access the thermostat located in the upper unit. He then broke the locked thermostat cover off the thermostat in order to adjust the heat. The Landlord produced photographs of the interior door standard beside the interior staircase [Doc 092422-25, page

14] and the thermostat cover and wall on which it was mounted [Doc 092422-25, page 13]. The Landlord stated that the broken screen door is evident in some of the other photographs.

33. The Landlord has not proven that the Tenant wilfully or negligently caused undue damage to the rental unit or residential complex. While the Landlord's photographs show that the wooden door has been removed from its hinges and the thermostat cover has been removed, the Landlord did not produce any documentary evidence, such as surveillance footage, or witnesses to corroborate his testimony that it was the Tenant who removed the door from its hinges, removed the thermostat cover or broke an exterior screen door.

Relief from eviction

34. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant's refusal to remove his personal belongings, garbage and clutter from the exterior and interior of the rental unit creates the possibility that the Landlord may receive additional fines and compliance orders from the City and poses a health and safety risk to other tenants in the home.

It is ordered that:

L1 Application

1. The Landlord's L1 application is dismissed.

L2 Application

2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 10, 2026.
3. If the unit is not vacated on or before April 10, 2026, then starting April 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 April 11, 2026.
5. If the unit is not vacated on or before April 10, 2026, the Tenant shall pay daily compensation of \$24.66 per day for the use of the unit starting April 11, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$188.57, which represents reimbursement of the city fine the Landlord incurred as a result of the Tenant's substantial interference.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$374.57.

9. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026

Date Issued

Karen Gonçalves

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 expires on September 30, 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.