



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

File Number: LTB-L-093204-25

In the matter of: 429, 695 COXWELL AVE
TORONTO ON M4C5R6

Between: TOBIAS HOUSE I Landlord

And

MEELAD TARIN Tenant

Tobias House 1 ('TH1' or the 'Landlord') applied for an order to terminate the tenancy and evict Meelad Tarin ('ML' or 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 (both under an N5 notice of termination);
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex (N6 notice of termination); and
- 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 (N7 notice of termination).

As part of the same application, the Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date of November 12, 2025 (N5, N6 and N7 notices all contain the same termination date).

In the same application, 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 (under section 89 of the *Residential Tenancies Act, 2006*).

This application was heard by videoconference on March 4, 2026.

The Landlord's Legal Representative, Leo Corsetti ('LLR'), the Landlord's Agent, Bob Aykler ('LLA'), and the Tenant's Agent, Zaland Bakhtbolland ('TTA'), attended the hearing. TTA is the Tenant's nephew who has the Tenant's authorization to represent him at these proceedings (exhibit TT#1). TTA consulted with Tenant Duty Counsel prior to the commencement of the hearing. Zsolt Bede-Fazekas ('ZBF') was called forward to provide witness testimony for the Landlord.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for undue, wilful or negligent, damage or for the termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed and the tenancy is still an active one. Both parties confirmed that the Tenant continues to pay monthly rent to the Landlord and that still has possession of the unit, pursuant to the tenancy agreement (LL#5-signed lease).
3. N5 Notice of Termination :- On October 21, 2025, the Landlord served the Tenant an N5 notice of termination. A summary of the N5 allegations in respect of substantial interference –subsection 64(1) of the *Residential Tenancies Act, 2006* (the 'Act') -- and wilful/negligent damage – subsection 62(1) of the Act --- is given as follows. On September 18, 2025, the Toronto Police identified the Tenant as a suspect in a murder that occurred on September 3, 2025. This led to a SWAT team and detectives executing a search warrant on September 22, 2025, when breaking down the rental unit door and throwing a flash bomb inside the rental unit. The Tenant was not in the rental unit at the time. The rental unit door was damaged, requiring a replacement door costing \$1,169.55. On September 22, 2025, the Tenant turned himself over to the police and the police charged the Tenant with first-degree murder. The N5 is a first N5 notice and it indicates the notice can be voided if the Tenant were to pay the \$1,169.55 within seven days of service.
4. N6 Notice of Termination :- On October 21, 2025, the Landlord served the Tenant an N6 notice of termination. The notice of termination contains the following allegations in respect of committing an illegal activity under subsection 61(1) of the Act. On September 18, 2025, the Toronto Police identified the Tenant as a suspect in a murder that occurred on September 3, 2025. This led to a SWAT team and detectives executing a search warrant on September 22, 2025, when breaking down the rental unit door and throwing a flash bomb inside the rental unit. The Tenant was not in the rental unit at the time. On September 22, 2025, the Tenant turned himself over to the police and the police charged the Tenant with first-degree murder.
5. N7 Notice of Termination :- On October 21, 2025, the Landlord served the Tenant an N7 notice of termination. The notice of termination contains the following allegations in respect of serious impairment of safety of another person under subsection 66(1) of the Act. On September 18, 2025, the Toronto Police identified the Tenant as a suspect in a murder that occurred on September 3, 2025. This led to a SWAT team and detectives executing a search warrant on September 22, 2025, when breaking down the rental unit door and throwing a flash bomb inside the rental unit. The Tenant was not in the rental unit at the

time. On September 22, 2025, the Tenant turned himself over to the police and the police charged the Tenant with first-degree murder.

6. ZBF identified himself as the Landlord's superintendent of 35 years. He lives in the rental unit building which comprises 6 floors and some 130 units. ZBF testified that at about 8:55 pm on September 22, 2025, the police executed a search warrant of the Tenant's unit by having a SWAT team go into the unit. He identified a security camera photo and video of three SWAT team members in the elevator (LL#1, LL#3) and three security camera videos showing the west entrance (LL#2) and police detectives on the elevator (LL#3, LL#4). ZBF said the SWAT team used some sort of battering ram to knock the door in and the team threw a flash bomb into the rental unit.
7. ZBF said he was on the 6th floor when the building shook from the flash bomb explosion. ZBF was told the Tenant was not in the rental unit when the SWAT team entered. He said the SWAT appearance came as a surprise to ZBF and he had asked the police why they had not simply asked him for a key to the rental unit.
8. ZBF confirmed that he received several complaints about the flash bomb explosion, and further to that, the residents of the building are fearful that the Tenant might return to live in the building.
9. ZBF testified that he has known the Tenant since the Tenant moved into the unit. Apart from a couple of minor issues in the past (related to a tenant in unit 411 and a plumber who once attended the unit but refused to remove his shoes), ZBF has been a normal tenant. ZBF stated that as far as he knows, the Tenant has never threatened anyone in the building. ZBF confirmed his understanding that the murder for which the Tenant is charged did not take place in the rental unit building but took place in the Victoria Park / Sheppard area.
10. LLA has been a property manager for the Landlord the past 35 years, managing the rental unit building. LLA identified the signed lease (LL#5) for the tenancy in question. LLA also identified the \$1,169.50 invoice from Castle Glass, paid by the Landlord, to replace the Tenant's fire-rated front door (LL#6) that was damaged by the SWAT team. LLA identified a series of police service new releases (LL#7) which confirm that the Tenant was a murder suspect as of September 18, 2025 and that the Tenant turned himself into the police on September 22, 2025.
11. LLA testified that he himself has heard from a few of the residents in the building who are obviously very worried about the possibility of the Tenant returning to the building.
12. TTA testified that since the Tenant's incarceration, he has ensured monthly rents for the rental unit are paid fully, so as to keep the tenancy intact.
13. TTA stated he has been trying to cooperate fully with both ZBF and LLA in respect of keeping the tenancy active. It has been difficult, he stated, because of the suspicions they and other residents have, but he emphasized that "suspicion" is not guilt. He submitted that the Tenant has not done anything in the rental unit or in the building that would be considered substantial interference.
14. TTA noted out that the Tenant turned himself into the police at a police station around the same time the SWAT team executed the search warrant of the rental unit. He pointed out

the Tenant has been charged but not convicted, and the trial concerning the crime for which the Tenant has been charged has yet to begin.

15. TTA also noted that no illegal act or any serious impairment to another's safety, as claimed by the Landlord, has happened in the rental unit or in the rental unit building. He argued the SWAT team incident is a separate action taken on by the police/SWAT and the Tenant had no part in that.
16. TTA testified that when he was told about the damaged front door as pictured in TT#2, he thought the repair would be a minimal one. He said he was not aware of the door being fire-rated, so if it is deemed to be the Tenant's responsibility to pay for its replacement, he stated he, on behalf of the Tenant, is ready to pay the full cost immediately.

Analysis

17. For wilful/negligent damage claim in the N5 notice and undue damage under section 89 :- Based on the submissions of the parties, I find that there is no causal connection between the SWAT team's breaking down of the door and determining the Tenant wilfully or negligently caused that damage.
18. It is clear that the Tenant was not in the rental unit when the SWAT team appeared around 8:55 pm on September 22, 2025. It is also clear that the damage sustained to the door was caused by the SWAT team, not the Tenant.
19. There was no sustainable argument made that the Tenant somehow wilfully damaged the rental unit door. Wilful damage can be found when a person intentionally or consciously damages something or directs someone else to damage something.
20. With regard to the negligent element of the damage claim, the Landlord failed to clearly show what action of the Tenant was negligent and caused the damage. The suggestion that the SWAT team's action was somehow attributable to the Tenant or that the Tenant was negligent in not foreseeing that the police/SWAT team would initiate and execute a search warrant, which would then lead the police/SWAT team to damage his door, is not reasonable.
21. It is unfortunate that the Landlord had to bear the cost to repair and replace the damaged door. The Landlord certainly bears no fault. However, not all damage that occurs in a rental unit can be captured under sections 62 and 89 of the Act. If the requirements of those sections are not met, the LTB cannot order the cost to repair the damage or terminate the tenancy. The LTB is an entity of statute. That means its powers or jurisdiction come directly from the Act. The LTB is not a court of equity. It cannot right certain wrongs simply because someone believes it would be just or fair to do so.
22. For the substantial interference claim in the N5 notice :- The claim was certainly made in the N5 notice (the box for this claim under subsection 64[1] was checked off), but the Landlord did not show how the Tenant's conduct under the tenancy was/is such that it substantially interfered or interferes with the reasonable enjoyment or the lawful right of the Landlord or another tenant.

23. The N5's details all centred around the murder that took place elsewhere in Toronto, the police/SWAT team's actions in the rental unit building and the Tenant being charged with that murder. Nothing specific was provided in the N5 notice about any conduct of the Tenant in direct respect of the Landlord or other residents of the building. At the hearing, I was only given to consider two scant, undated references to some past plumber issue and some unit 411 resident issue. This was hardly enough to even consider that interference had occurred, never mind substantial interference.
24. I note that both ZBF and LLA testified about the alarm and concern they and some of the building residents had when the SWAT team threw a flash bomb into the unit. They and some residents (who complained to them) also expressed concern about a possible return of the Tenant to the building. These concerns were/are quite understandable. But these concerns were/are not related to the Tenant's conduct under his tenancy, and the Landlord was unable to persuade me of any substantially interfering conduct on a balance of probabilities.
25. Indeed, a charge of first-degree murder is a very serious matter. However, it was evident that at the time of the hearing, there has not been any conviction handed down by a court, as the trial is reportedly yet to take place. If it turns out the Tenant is tried and acquitted of the charge, then he should be free to return to normal life. If it turns out the Tenant is convicted of murder during trial, then the Tenant will likely be sentenced accordingly.
26. For the claims in the N6 and N7 notices :- The relevant provisions of the Act for these two notices are found in subsections 61(1) and 66(1) of the Act. They are set out below for quick reference:

*"61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit **commits an illegal act** or carries on an illegal trade, business or occupation or permits a person to do so **in the rental unit or the residential complex.**" (emphasis added)*

-and-
*"66 (1) A landlord may give a tenant notice of termination of the tenancy if,
(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant **seriously impairs or has seriously impaired the safety of any person; and**
(b) **the act or omission occurs in the residential complex.**" (emphasis added)*
27. The Landlord asserted that the charge of murder is the underlying basis for the illegal act claim under the N6 and the serious impairment to safety claim under the N7. Both parties' submissions and the evidence in LL#7 show clearly that the murder in question took place in Toronto but far away from the rental unit and the rental unit building itself.
28. Nothing in the rental unit or the rental unit building happened that could lead to a successful claim under subsections 61(1) or 66(1). Again, the LTB can only apply the statutes that are clearly set out. Consequently, both claims must be denied.
29. To ensure complete consideration is made, I also address the possible line of argument that the police/SWAT team's execution of the search warrant might relate to the Landlord's claim of illegal act or serious impairment to safety.

30. In my view, the police/SWAT team could have arguably and easily secured a key from the superintendent to open the Tenant's front door without any ado. Nothing was presented during the hearing to explain why this was not an option. The photo and video evidence show plain clothes officers going up and down south elevators, talking amongst themselves quite casually and their up-and-down video clips actually frame the timeline when the five SWAT team members went up to the fourth floor. Nothing was produced to show there was a safety threat to anyone, or that an illegal act had been committed, and the only thing I was told was the rental unit was empty all along.
31. It appeared to me that the acts of breaking down the door and throwing a flash bomb inside the rental unit were more likely related to the police/SWAT's own operational procedure for executing search warrants. If any issue of safety or illegal act occurred because of that, it was more likely because of the police/SWAT team. It had no apparent connection to any conduct of the Tenant as again, the Tenant was never in the rental unit at all material times. Moreover, the Tenant reportedly had surrendered himself to the police elsewhere (or was just about to surrender himself elsewhere).
32. Thus, for the foregoing reasons, the claims of the N5, N6 and N7 notices and the separate section 89 damage claim all fail.

It is ordered that:

1. The Landlord's L2 application is dismissed.

March 31, 2026

Date Issued

Alex Brkic

Member, Landlord and Tenant Board

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