



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-100338-25

In the matter of: Main floor/Upper, 3 BEXHILL AVE
SCARBOROUGH ON M1L3B3

Between: Ruhal Ahmed Landlord
Farzana Ahmed

And

Abdul Qavi Khalid Tenant
Umama Ruba

Ruhal Ahmed and Farzana Ahmed (the 'Landlord') applied for an order to terminate the tenancy and evict Abdul Qavi Khalid and Umama Ruba (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 26, 2026.

The Landlord and the Landlord's Legal Representative Brittney-Rose Ward and the Tenant Abdul Qavi Khalid attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Landlord's Application is dismissed.

The Closing Submissions

2. There was insufficient time remaining in the hearing block for parties to provide oral closing submissions. Therefore, at the request of the parties I allowed them to submit their closing submissions in writing. The Landlord was permitted until March 3, 2026 to provide written closing submissions and the Tenant was permitted until March 6, 2026 to provide their written closing submissions.
3. However, on March 1, 2026 before the Landlord had submitted their written closing the Tenant submitted their closing submissions which indicated that they forgive the Landlord and were not disputing the eviction itself, instead addressing the intimidation and evasion of responsibility by the Landlord. The Tenant's closing submission indicated that the Tenants have no desire to remain in the rental unit and intend to vacate as soon as possible. The Tenant's closing also indicated a desire to withdraw two Tenant applications LTB-T-086141-25 (T2/T6) and LTB-T-016023-26 (T1).
4. On March 3, 2026, the Landlord submitted their own closing submission wherein they indicated that they consent to the Tenant's request to end the tenancy and withdraw the Tenant's Applications, and suggested March 31, 2026, as an appropriate termination date.
5. While the Tenants closing submissions indicate a desire to vacate the rental unit, and confirm they are not contesting the eviction proceedings. I am not satisfied that parties have reached a formal consent to terminate the tenancy. Therefore, I have still considered the merits of the Landlord's Application.

The L2

6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On November 3, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that the Tenant complained of pest issues and frustrated the Landlord's Ability to address them, that the Tenant harassed the Landlord and the Landlord's spouse, that the Tenant turned off the furnace, which impacted other Tenants enjoyment of the complex, and sealed the furnace vents which created a hazard.
8. The Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. The Landlord testified that on September 23, 2025, the Tenant complaint of a rat infestation and smell within the rental unit. On September 27, 2025, a pest control company attended and detected no pests or dour within the rental unit. The Landlord testified that the Tenant continued to complain of odour within the rental unit and on October 8, 2025, he called the Landlord and harassed him including by complaining about the smell and pest control company engaged which he implied was not certified.
10. The Landlord testified that on October 9, 2025 the Tenant attended the Landlord's residence while he was not home and made his spouse feel uncomfortable. He testified that the Tenant started knocking on the door and requested the Landlord's spouse come outside and accept a written list of complaints from the Tenant and refused to leave the list in the mailbox when directed to do so. The Landlord characterised this behaviour as

threatening. He testified that his spouse contacted police, who spoke to the Tenant about this behaviour.

11. The Landlord testified that on October 10, 2025, he dispatched the pest control company to conduct a follow up on the rental unit, however the Tenant advised them he would not allow entry or further treatment on the basis that the pest control company was not certified.
12. The Landlord testified that the complex, which is a house divided into rental units, is heated by a forced air furnace which is controlled by the Tenant. He testified that the Tenant turned off the heat to the entire complex as he was concerned that there were rats in the house. On October 20, 2025 the Landlord was also informed by a health and safety officer who inspected the complex that the furnace vents had been sealed by the Tenant. On October 26, 2025, the Landlord received a text message from the Tenant explaining that while he had turned the heat back on, he had sealed up the vents within the complex.
13. The N5 was served on November 3, 2025. Therefore, the voiding period is between November 3, 2025, and November 10, 2025.
14. After the N5 was served on November 3, 2025, the Landlord testified that he received a call from a bylaw officer "Aiden" stating that he is going to property because there is a complaint about the heat. The Landlord also testified around 12am on November 3, 2025, a "Christopher" for the city of Toronto called him to inform him that there was a complaint about the heat and explained that if the Landlord's heating system was working fine, he should not be getting this call.
15. The Landlord testified that on November 4, 2025, the Tenant accused him of creating false documentation for the pest control company. On November 5, 2025, the Tenant began harassing him by requesting that he provide the Tenant with the invoice he received from the pest control company.
16. The Landlord testified that the heat was still off within the rental unit between November 3, 2025, and November 10, 2025, and the Tenant continued to complain about the odour in the rental unit.
17. The Landlord denied that the Tenant ever sent him pictures of dead rats, however the Tenant was able to resent the Landlord with clear text messages containing photographs of dead rats that had been sent by the Tenant to the Landlord.
18. The Tenant testified that he and his spouse have lived in the rental unit since March 2022. He testified that on October 9, 2025, he attended the Landlord's residence to deliver a written list of complaints and was waiting outside for either of the Landlord's to come and receive the list. He testified that he was only there for two minutes in total.
19. The Tenant testified that he had contacted the Tenant's in the basement because he had trouble with maggots coming out of the vents in the rental unit and relied on a picture taken October 14, 2025. The Tenant testified that flies and maggots had been coming out of the vents since he turned on the heat on October 4, 2025, and the Tenants below agreed with his decision to turn off the heat.

20. The Tenant testified that he sealed the vents between October 11, 2025, and November 4, 2025, as a result of the flies and odour coming from the vents. The Tenant acknowledged turning off the heat but testified that he turned it back on October 26, 2025, and removed the seals from the vents on November 4, 2025.

Analysis

21. I am not satisfied that the Landlord has demonstrated that the Tenant failed to void the N5 Notice of Termination.
22. I have concerns with respect to the reliability and credibility of the Landlord. His testimony was often very general and vague in nature, and often consisted of broad assertions rather than specific allegations. Additionally, the Landlord testified that the Tenant never sent him pictures of rats, however the Tenant was able to produce a text message exchange with the Landlord where the Tenant clearly sent the Landlord picture of dead rats outside the rental unit. Therefore, I place less weight on the testimony of the Landlord than the testimony of the Tenant.
23. While the Landlord testified that the Tenant continued to complain about the odour within the rental unit, accused him of creating false pest control documentation, and harassing him by requesting he provide a pest control invoice, I note found the Landlord's testimony with respect to these complaints, and how they constitute interference or harassment was vague. Additionally, while the Landlord testified that the Tenant did not restore the heat between November 3, 2025, and November 10, 2025, the Tenant testified that he had turned the heat back on by October 26, 2025, and had unsealed the vents on November 4, 2025.
24. Section 64(3) of the Act states:
- (3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.
25. Accordingly, I am not satisfied that the Landlord has demonstrate that the Tenant failed to void the N5 Notice of Termination. As I prefer the evidence of the Tenant over that of the Landlord and am prepared to accept that the heat was restored on October 26, 2025, and the vents were unsealed on November 4, 2025.
26. While the Landlord testified that he received a call from a city Inspector on November 3, 2025, this testimony was vague as to what the issue was beyond a complaint about the heat, presumably from the Tenant in the basement.
27. Therefore, I am satisfied that while there was still ongoing behavioural concerns on November 4, 2025 as the vents remained sealed within 7 days the Tenant stopped the conduct and corrected their omission during the 7 day voiding period.
28. Therefore, the Landlord's Application shall be dismissed.
29. While the Tenant indicated in their closing submissions that they were not disputing the eviction, as the parties did not formally reach a fully formed consent, and I am not satisfied

that the Landlord has demonstrated that the Tenant failed to void the N5 Notice of Termination, I am not satisfied that it is appropriate to terminate the tenancy. However, nothing within this order prevents the parties from agreeing to a mutually acceptable date by which to terminate the tenancy or prevents the Tenant from withdrawing their Applications.

It is ordered that:

1. The Landlord's Application is dismissed.

April 2, 2026
Date Issued

Reid Jackson
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..