



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082201-25

In the matter of: 0110, 25 RAMBLER DR
BRAMPTON ON L6W1E4

Between: Hazelview Property Services Inc. Landlord

And

Services and Housing in the Province Tenant
Grace Sashdevia

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Services and Housing in the Province and Services and Grace Sashdevia (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 January 14, 2026.

Only the Landlord's Legal Representative Peter Lopez attended the hearing.

As of 10:21 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. *N5 Notice of Termination -Substantial interference*

On July 30, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on July 30, 2025, with a termination date of August 31, 2025. The notice of termination contains the following allegations:

- The Landlord's witness, Alessia Macchioni, the property manager of the residential complex, testified that on or about July 20, 2025, at approximately 8:57 a.m., an occupant was observed on security camera footage in the underground parking garage. The footage shows the individual carrying a large pole, which they used to pull a heat sensor from the ceiling of the garage. After removing the heat sensor, the individual is seen walking away from the area on camera. Shortly after the person moved out of the camera's view, the fire alarm was triggered.
4. On July 30, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
 5. On August 29, 2025, the Landlord gave the Tenant a second N5 notice of termination, which was deemed served on September 19, 2025, with a termination date of September 19, 2025. The notice of termination contains the following allegations:
 - The Landlord's witness, Alessia Macchioni, an occupant from the Tenant's rental unit was seen on the security camera carrying a long piece of wood or lumber, which was used to hit a fire alarm sensor on the ceiling of the parking garage. As a result, the building fire alarm was triggered.
 6. The Tenant, an occupant of the Tenant's rental unit, or another person permitted in the residential complex by the Tenant has substantially interfered with the Landlord's and other tenants' reasonable enjoyment of the residential complex. By physically damaging critical fire-safety infrastructure—specifically, pulling a heat sensor from the ceiling and striking a fire-alarm device—the Tenant has disabled essential life-safety equipment. This conduct goes far beyond mere nuisance; it creates a direct and ongoing threat to the safety of all residents, visitors, and staff. Such actions demonstrate a serious disregard for the safety and property of others, compromise the reliability of the building's fire-protection systems, trigger unnecessary emergency responses, and contribute to an environment of significant risk and instability. I am satisfied on a balance of probabilities and based on the uncontradicted evidence of the Landlord, that 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.

7. Daily compensation, NSF charges, rent deposit

The Tenant was required to pay the Landlord \$6,374.32 in daily compensation for use and occupation of the rental unit for the period from September 1, 2025, to January 14, 2026.

8. Based on the monthly rent, the daily compensation is \$46.87. This amount is calculated as follows: \$1,425.48 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$264.32 is owing to the Tenant for the period from November 1, 2011, to January 14, 2026.
11. Relief from eviction

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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 13, 2026.
2. If the unit is not vacated on or before April 13, 2026, then starting April 14, 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 April 14, 2026.
4. The Tenant shall pay to the Landlord \$6,374.32, which represents compensation for the use of the unit from September 1, 2025 to January 14, 2026, less any amounts paid.
5. The Tenant shall also pay the Landlord compensation of \$46.87 per day for the use of the unit starting January 15, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,264.32 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$5,296.00, less any amounts paid.
9. If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Anthony Bruno
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 Tenant expires on October 14, 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.