



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ranee Management v Muhammad, 2026 ONLTB 27593

Date: 2026-04-10

File Number: LTB-L-105650-25

In the matter of: 0105, 195 KENNEDY RD S
BRAMPTON ON L6W3H2

Between: Ranee Management Landlord

And

Asifuddin Muhammad Tenant
Farina Asif

Ranee Management (the 'Landlord') applied for an order to terminate the tenancy and evict Asifuddin Muhammad and Farina Asif (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was heard by videoconference on March 31, 2026. Only the Landlord's Agent, Illana Glickman, and witness, Iris Rondon ('IR'), attended the hearing.

As of 11:11 a.m., the Tenants were 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. Therefore, the tenancy shall terminate as of April 30, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 9, 2025, the Landlord gave the Tenants a first, voidable N5 notice of termination with a termination date of September 30, 2025. The N5 alleged that on September 9, 2025, the Tenants, their occupants or guests, were smoking in their rental unit resulting in substantial interference to the Landlord, or other tenants' reasonable enjoyment of the rental unit.

4. During the seven-day period following receipt of the first N5 notice, the Tenants complied with the notice of termination and reduced their consumption of cigarettes or did not smoke in their rental unit.
5. On December 3, 2025, the Landlord gave the Tenants a second N5 notice of termination, pursuant to section 68 of the *Residential Tenancies Act, 2006* (Act). The second N5 notice alleges that on December 3, 2025, the Tenants' smoking was substantially interfering with the Landlord's lawful rights and privileges and interfering with other tenants' reasonable enjoyment of their rental unit.
6. IR testified. She lives in the rental unit which is directly above the Tenants. On September 9, 2025, she told the Board that there was a very strong odour of cigarettes coming into her unit through the bathroom ventilation and the area beneath the bathroom cupboards. She explained that sometimes the odour is not just that of cigarettes, but also of a "chemical smell."
7. On December 3, 2025, at about 11:00 a.m., she says there was a "heavy, strong smell" of cigarettes in her washroom. It was strong enough that she began to cough.
8. IR says has been regularly documenting the smell of cigarettes in rental unit shortly after the Tenants' tenancy began. She says she is certain that the problem is coming from the Tenants' rental unit, because there had not been a problem before they moved in. She adds that she has personally observed them smoking on their balcony and in common areas in the building.
9. IR also testified that the cigarette smoke has had a negative impact on her and her children. One child suffers from asthma, and since the Tenants moved in, his use of his inhaler has dramatically increased. She reports that sometimes the air is so thick with cigarette smoke, she can actually see a white haze in the air in her rental unit. The family cannot close the door to their washroom, because the odour is overpowering and they start to cough. IR says that sometimes the odour is so pervasive, it wakes her and her kids from their sleep, and even her clothes in her closet smell of stale cigarette odour.
10. The Landlord also gave evidence. She states that the building is not a non-smoking building. However, she expressed concern about the detrimental effect of the smoking on the other tenants. She explained that two other tenants terminated their tenancy because of the extent of cigarette smoke. The Landlord says that the Superintendent has attempted to investigate the smoking on several occasions and has attended the rental unit to try to speak with the Tenants about the situation. However, the Tenants refuse to answer the door. Submitted into evidence were a series of complaints from other tenants about the smell of smoke, some as recent as just days before the hearing.

11. Section 64 of the Act states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant. 2006, c. 17, s. 64 (1).

Notice

(2) A notice of termination under subsection (1) shall,

- (a) provide a termination date not earlier than the 20th day after the + notice is given;
- (b) set out the grounds for termination; and
- (c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.

(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.

12. Section 68(1) states (in-part):

68 (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) a notice of termination was given to the tenant under section 62, 64 or 67; and
- (b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67

13. Although smoking is permitted in the residential complex and in the Tenants' rental unit, this does not provide a blanket exemption for tenants such that they may continue to smoke in the rental unit if that smoke is causing a significant impact on the reasonable enjoyment of other tenants. I accept IR's testimony that the cigarette smoke has had a serious impact on the health of her child who now must use his inhaler daily. In my view, it is not reasonable for the Tenants to continue to smoke in the rental unit, when doing so is putting others at risk.

14. Further, the Landlord has an obligation to provide fit and habitable rental units pursuant to s.20 of the Act¹. They also have the right to protect themselves from claims which may arise if they fail to address their obligations under the Act². Lastly, Landlords have a positive obligation to the other occupants in the building to respond reasonably to their complaints.³

15. Given the evidence, I find that the Tenants behaviour has substantially interfered with the lawful rights, privileges, and interests of the Landlord, and this behaviour has substantially interfered with the reasonable enjoyment of other tenants in the residential complex.

16. The Landlord is not aware of any reasons to delay or deny the eviction. I have considered whether a conditional order would be appropriate and do not find that it is. I say this because not only have the Tenants refused to engage with the Landlord or their agent(s)

¹ *North Avenue Road Corporation v. Travares*, 2015 ONSC 6986

² *Morguard Residential v. Peters*, 2010 ONSC 2550

³ *Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650

to discuss the issue, but the Tenants also continue to show disregard for the safety, comfort, and enjoyment of other tenants in the complex.

17. I have delayed the termination to April 30, 2026, so that the Tenants have an opportunity to find alternate accommodations. However, I am not of the view further delay is appropriate in the circumstances as individuals' health is being negatively impacted by the Tenants' behaviour.

18. This order contains all of the reasons within it. No further reasons shall issue.

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 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 10, 2026
Date Issued

Jane Dean
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 November 1, 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.