



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

File Number: LTB-L-016134-26

In the matter of: 392 WESTWOOD DR
KITCHENER ON N2M2L6

Between: Aaiah Ibrahim Landlord

And

Sarah Panaccio-Essagian Tenant

Aaiah Ibrahim (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Panaccio-Essagian (the 'Tenant') because:

- 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.

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 March 24, 2026.

Only the Landlord attended the hearing.

As of 9:40 am, 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. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 Notice of Termination

3. On February 7, 2026, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains, in part, the following allegations:

February 7, 2026 – the Tenant and a person the Tenant permits to live in the unit engaged in yelling, screaming and physical fighting inside the unit, which lasted for hours and resulted in the police attending and the Tenant being arrested for mischief and assault.

4. The Landlord testified that the Tenant lives in the lower unit of a duplex and the Landlord lives in the upper unit.
5. The Landlord testified to the events of February 6, 2026, including the screaming and violence which resulted in the Tenant being arrested, an ambulance attending the unit for her boyfriend and the Tenant having conditions on her release not to attend the rental unit.
6. The Landlord further testified that the Tenant made threats because the police were called, posted the Landlord's private information on social media and made the comment "I don't need a weapon to kill", causing the Landlord to fear for their safety.
7. Based on the uncontested evidence, I find an illegal act was committed by the Tenant when the physical altercation in her unit resulted in her arrest and her boyfriend needing medical attention.

Daily compensation and rent deposit

8. The Landlord testified that the Tenant has paid one month's rent since the filing of the application.
9. Based on the monthly rent, the daily compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$40.30 is owing to the Tenant for the period from February 6, 2025, to March 24, 2026.

Relief from eviction

12. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
13. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.
14. 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

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 18, 2026.
2. If the unit is not vacated on or before April 18, 2026, then starting April 19, 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 19, 2026.
4. The Tenant shall pay to the Landlord \$1,700.00, which represents one month's compensation for the use of the unit.
5. The Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,740.30 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 Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 7, 2026
Date Issued

Brenda Mercer
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 13, 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.