



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-089420-25

In the matter of: 2311, 1926 LAKESHORE BLVD W
TORONTO ON M6S1A1

Between: DILRAJ SINGH DHALIWAL Landlord
KULWINDER SINGH HARA
GURINDERJIT SINGH GREWAL

And

JOSEPH ZITEK Tenant

DILRAJ SINGH DHALIWAL, KULWINDER SINGH HARA and GURINDERJIT SINGH GREWAL (the 'Landlord') applied for an order to terminate the tenancy and evict JOSEPH ZITEK (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.

DILRAJ SINGH DHALIWAL, KULWINDER SINGH HARA and GURINDERJIT SINGH GREWAL (the 'Landlord') also applied for an order requiring JOSEPH ZITEK (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

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

Only the Landlord's Legal Representative, Samanveer Sidhu, the Landlord's witness, Dilraj Singh Dhaliwal, and the Landlord attended the hearing.

As of 11:19 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:Termination of the tenancy

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. The Tenant must move out of the rental unit on or before April 21, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 16, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The first notice to the Tenant alleged that on May 26, 2025, there were complaints about the Tenant banging and yelling within their unit causing disturbances to other units. In addition, on July 8, 2025, the Tenant left debris in the elevator causing staff to arrange clean up. 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).
4. On September 21, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: on August 23, 2025, security found a female who was the Tenant's guest sleeping in the stairwell. Security attempted to wake up the female but was unable to do so due to her being intoxicated.
5. The Landlord's witness, Dilraj Singh Dhaliwal, testified he received a letter from the condo management on August 5, 2025, about multiple incidents involving the Tenant and/or the Tenant's guests that took place between May 26, 2025, and July 27, 2025. Upon receiving the letter, he addressed the issues with the Tenant directly and a N5 notice of termination was issued.
6. The Landlord's witness further testified that after he spoke with the Tenant and issued a N5 notice of termination, the behaviour and complaints did not stop, so a 2nd N5 notice of termination was issued.
7. The Landlord's witness testified in relation to the incidents in the 2nd N5 notice of termination. He testified that security became aware of the Tenant's visitor sleeping in the stairwell. Security attempted to wake up the female but was unable to do so due to her being intoxicated. The witness further testified that on multiple occasions the Tenant's visitors will crowd the stairwell and are intoxicated in common areas resulting in various complaints.
8. The Landlord's witness testified to further issues in relation to the Tenant's behaviour, which has interfered with other tenants in the building resulting in complaints since the filing of the application. The witness testified that on October 31, 2025, a staff member locked herself in a room and called the police due to being verbally abused by the Tenant's visitors who threatened her when she denied them entry into the building. The visitors obtained access into the building even after being denied entry. On December 17, 2025, a letter provided to the Tenant about their guests swearing and yelling at staff at the rental property.

9. The Landlord's witness testified that due to the Tenant's visitors crowding the stairwell, this is causing a fire hazard and is against the condo rules. Furthermore, the witness testified to numerous letters being sent to the Tenant to address the issues, in addition to the N5 notices given.
10. This conduct by the Tenant's guests has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.

Claim for compensation

11. The Tenant was required to pay the Landlord \$10,758.79 in daily compensation for use and occupation of the rental unit for the period from October 9, 2025 to February 4, 2026.
12. Based on the monthly rent, the daily compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,750.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$53.95 is owing to the Tenant for the period from March 1, 2025 to February 4, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. In addition to the substantial interference noted above, the Tenant substantially interfered with a lawful right, interest or privilege of the Landlord because the Landlord had to pay legal fees to the condo management lawyer who sent letter/ notices regarding the interference the Tenant was causing.
17. However, the Landlord has not proven that they incurred or will incur reasonable out-of-pocket expenses as a result of this substantial interference. The Landlord did not provide any documentation to support the out-of-pocket expenses.

Relief from eviction

18. 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 21, 2026.
2. If the unit is not vacated on or before April 21, 2026, then starting April 22, 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 22, 2026.
4. The Tenant shall pay to the Landlord \$10,758.79, which represents compensation for the use of the unit from October 9, 2025 to February 4, 2026.
5. The Tenant shall also pay the Landlord compensation of \$90.41 per day for the use of the unit starting February 5, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$2,372.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$2,803.95 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.
9. The total amount the Tenant must pay the Landlord is \$10,512.84.
10. If the Tenant does not pay the Landlord the full amount owing on or before April 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.

April 10, 2026
Date Issued

Samantha Greaves
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 22, 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.