



Order under Section 69 Residential Tenancies Act, 2006

Citation: Naik v Nweke, 2026 ONLTB 29493

Date: 2026-04-14

File Number: LTB-L-004524-26

In the matter of: Basement Room #3, 1310 CLONSILLA AVE
PETERBOROUGH ON K9J5Z2

Between: Jatin Naik Landlord

And

Philemon Nweke Tenant

L1 Application

Jatin Naik (the 'Landlord') applied for an order to terminate the tenancy and evict Philemon Nweke (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

L2 Application

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone they 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 N5 Notice); and
- seriously impaired the safety of any person (the N7 Notice).

The Landlord also applied for an order requiring the Tenant to compensate the Landlord for reasonable costs the Landlord incurred to replace or repair damage to the rental unit or residential complex caused by willful or negligent conduct of the Tenant, another occupant or a guest of the Tenant and the Landlord's reasonable out-of-pocket expenses incurred as a result of substantial interference with the Landlord's lawful right, privilege or interest.

This application was heard by videoconference on April 7, 2026. Only the Landlord attended the hearing.

As of 1:30 PM, 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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$11.51. This amount is calculated as follows: $\$350.00 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026, are \$2,300.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$350.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$4.41 is owing to the Tenant for the period from September 1, 2025, to April 7, 2026.

L2 Application

N5 Notice of Termination

10. The Landlord submitted that he no longer wishes to proceed for termination on the grounds stated in the N5 Notice and will only pursue the grounds for termination as stated in the N7 notice served to the Tenant.

N7 Notice of Termination

11. On December 21, 2025, the Landlord gave the Tenant a N7 Notice of Termination ('the N7 Notice'), alleging that the Tenant's behaviour had seriously impaired the safety of another person and that the behaviour occurred in the residential complex. The allegations contained in the N7 Notice were as follows:
 - November 30, 2026: Physical altercation between the Tenant and another occupant of the residential complex following the Tenant being confronted about stealing food and property from other residents.

- December 2, 2025: The Tenant became irate and exhibited physical aggression towards 3 other tenants by charging at them and pushing one of them. Police were called to intervene.
 - December 11, 2025: Assault of the Landlord by the Tenant.
 - December 19, 2025: Secondary assault of the Landlord by the Tenant.
 - December 20, 2025: Police dispatched after the Tenant was roaming the common areas of the residential complex naked. The Tenant resisted arrest and had to be tasered.
12. The Landlord explained that the subject residential complex operates as a boarding house. It contains six bedrooms, with each tenant holding an individual lease, and shared common areas including the kitchen, dining room, and living room. The Tenant occupies a bedroom located in the basement.
13. The Landlord indicated that he had received increasingly serious complaints from other residents regarding the Tenant's conduct. These complaints included allegations that the Tenant was taking food and personal belongings without consent and had become increasingly hostile when confronted about this behaviour.
14. The Landlord further reported being advised that on December 2, 2025, three female tenants asked the Tenant to stop smoking marijuana in the common areas. According to the information provided to the Landlord, the Tenant then "charged" at the tenants and physically pushed one of them.
15. The Landlord stated that he issued lawful notice to enter the property on December 11, 2025, to investigate the complaints. He reported that when he attempted to discuss the concerns with the Tenant, the Tenant became irate, shouted profanities, stomped, and physically charged at him.
16. The Landlord next attended the property on December 19, 2025, to remove garbage. He stated that the Tenant approached him aggressively as he was entering the residential complex. The Landlord described the Tenant yelling profanities at close proximity to his face and pushing him off the steps. The Landlord contacted police and filed a report following this incident.
17. The Landlord further stated that on December 20, 2025, he received a call from another tenant reporting that the Tenant was naked and playing a pornographic video at a very loud volume on his laptop in the common living room. The Landlord advised the tenant to contact police. The Tenant was arrested for this incident and released on conditions prohibiting his attendance at the property. The Landlord indicated that the Tenant returned to the complex within approximately 30 minutes of his release, requiring police attendance and a further arrest.
18. The Landlord stated that approximately one week after the Tenant's second release from custody, the Tenant returned to the property again. Police were contacted, and the Tenant was arrested for a third time.

19. Based on the uncontested testimony and evidence before me, and on the balance of probabilities, I am satisfied that the behaviour of the Tenant has seriously impaired the safety of another person and that the behaviour occurred in the residential complex.
20. Though I recognize that the assaultive behaviour of the Tenant did not result in any physical injuries, I am mindful of *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 ("*Furr*"). At paragraph 17 of *Furr* the Divisional Court cites *2276761 Ontario Inc. v Overall*, 2018 ONSC 3264 and states the following:

In *2276761 Ontario Inc. v Overall*, 2018 ONSC 3264, the Divisional Court made it clear that serious impairment of safety includes both actual impairment and a real risk of impairment. In other cases, the Board has held that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:

- i. The potential for an outcome that has the risk of substantial negative effect on a person's well being;
- ii. A foreseeable act or omission that could result in or may result in a serious impairment to safety; and
- iii. Extremely loud and intense arguments could easily result in violence and would be a safety hazard.

21. I find that the Tenant's conduct, including charging at other residents and at the Landlord, shouting profanities at close proximity, and physically pushing the Landlord, constitutes behaviour that reasonably caused others to feel seriously threatened. This conduct goes beyond mere annoyance or conflict and satisfies the third criterion set out in *Furr*, as it substantially interfered with the safety and security of the Landlord, the other tenants and the residential complex. Further, the Tenant created an environment of fear that had a significant and adverse impact on the well-being of both the other residents and the Landlord which satisfies the first criterion set out in *Furr*.

Compensation for damage and interference

22. The Landlord submitted photographs depicting a hole in the drywall located in the hallway leading to the Tenant's room, which he believes was caused by the Tenant. He also provided a photograph of the living room left in an unclean condition. The Landlord asserted that the reasonable cost to repair the drywall and to clean the affected area is \$120.00.
23. The Landlord also claimed a loss of rental income in the amount of \$2,425.00, stating that several other tenants vacated the residential complex due to the hostile environment he attributed to the Tenant's behaviour.
24. The Landlord has not established his entitlement to compensation. With respect to the drywall damage, there was no evidence demonstrating that the damage was caused by the Tenant rather than another resident. The damage was located in a common hallway and not within the Tenant's exclusive rental unit. Further, the Landlord did not satisfy me that he incurred, or will incur, more than nominal cleaning costs.

25. With respect to the claim for lost rental income, the Landlord did not call any of the former tenants as witnesses. As a result, I am not satisfied that the Tenant's conduct was the sole reason those tenants chose to end their tenancies.
26. Accordingly, the Landlord's request for compensation for damages and interference with their lawful right, privilege or interest is denied.

Section 83 considerations

27. The Tenant did not attend the hearing to present evidence or submissions in support of granting relief from eviction. Accordingly, 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.
28. This order is subject to the section 84 requirements to expedite sheriff enforcement.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated as of April 25, 2026. The Tenant must move out of the rental unit on or before April 25, 2026.
2. If the unit is not vacated on or before April 25, 2026, then starting April 26, 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 26, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$1,862.16*, which represents the amount of rent owing and compensation up to April 7, 2026, plus the Landlord's cost of filing the application, less the rent deposit and the interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$11.51 per day for the use of the unit starting April 8, 2026, until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.

April 14, 2026
Date Issued

Melissa Anjema
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 expires on October 26, 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.

* Refer to the attached Summary of Calculations

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay the Landlord:

Rent Owing To Hearing Date	\$2,030.57
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$350.00
Less the amount of the interest on the last month's rent deposit	- \$4.41
Total amount owing to the Landlord	\$1,862.16
Plus daily compensation owing for each day of occupation starting April 8, 2026	\$11.51 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	