



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-108338-25

In the matter of: BASEMENT, 35 LYNCROFT DR
SCARBOROUGH ON M1E1X6

Between: PRITHWISH HALDER Landlord

And

MONIKA FARKAS Tenant
EVELIN KRISZTIN MOGYORO

PRITHWISH HALDER (the 'Landlord') applied for an order to terminate the tenancy and evict MONIKA FARKAS and EVELIN KRISZTIN MOGYORO (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 March 9, 2026.

The Landlord and their representative, Rajan V.P. Mahavalirajan, attended the hearing.

As of 9:47 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 as set out below.

On December 12, 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).

2. On December 20, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination alleges several instances of smoking in the rental unit between December 12, 2025, and December 17, 2025.
3. The Landlord testified that the Tenant began smoking inside the rental unit as the weather became colder. The Landlord made repeated requests to the Tenant to stop smoking indoors; however, the Tenant failed to comply.
4. The Landlord further testified that smoke and odours from the rental unit travelled through the building's ventilation system into other units. As a result, multiple occupants were affected. The Landlord described receiving ongoing complaints from other tenants, including students, regarding persistent smoke odours at various times of day, including late at night and early in the morning.
5. Based on the uncontested evidence of the Landlord, I find the Landlord has proven, on a balance of probabilities, that the Tenant substantially interfered with the reasonable enjoyment of the residential complex and the lawful rights of the Landlord and other tenants.
6. The Landlord is entitled to daily compensation for each day the Tenant remains in the unit after the termination date in the notice of termination. The Landlord submitted that rent was paid up to March 31, 2026. Therefore, daily compensation is payable beginning April 1, 2026.
7. Based on the monthly rent, the daily compensation is \$52.60. This amount is calculated as follows: $\$1,600.00 \times 12$, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$28.81 is owing to the Tenant for the period from May 1, 2025 to March 9, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. I have considered all of the disclosed circumstances 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 27, 2026.
2. If the unit is not vacated on or before April 27, 2026, then starting April 28, 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 28, 2026.

4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting April 1, 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% annually on the balance outstanding.

April 16, 2026
Date Issued

Bryan Delorenzi
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 28, 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.