



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

File Number: LTB-L-001293-26

In the matter of: Lower, 6 CRAIGLEE DR
SCARBOROUGH ON M1N2L6

Between: Ali Akbary Landlord

And

Sana Mir Tenant

Ali Akbary (the 'Landlord') applied for an order to terminate the tenancy and evict Sana Mir (the 'Tenant') because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on April 13, 2026.

The Landlord, the Landlord's witnesses Connor Torrence and Ahmed Akbary and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 6, 2026, the Landlord gave the Tenant an N7 notice of termination, with a termination date of January 18, 2026. The notice of termination alleges the Tenant has seriously impaired the safety of another person in the residential complex.
4. There are two rental unit in the residential complex. The Tenant resides in the lower unit.

Electrical Panel

5. The Landlord alleges that on November 28, 2025 the Tenant tampered with the building electrical panel by switching the breakers for the upstairs unit to the OFF position.
6. The Landlord testified he discovered the Tenant's alleged electrical panel tampering when the upstairs tenant reported a loss of power. When the Landlord attended to investigate -

alongside the Landlord's witness/friend Connor Torrance (CT) - but individuals reporting seeing several breakers supplying power to the upstairs unit entirely in the "OFF" position. The Landlord produced a picture of the electrical panel and submits the position of the breakers entirely in the "OFF" position as opposed to the "middle" position suggests there was manual switching and not a simple circuit trip. The Landlord notes the Tenant is the only person with access to the electrical panel and that the Tenant and upstairs tenants were not on good terms.

7. The Tenant denies tampering with the electrical panel, stating she had guests over at the time and was, in fact, cooperative with facilitating the Landlord's access to the electrical panel.
8. The onus to prove this allegation rests with the Landlord and in the circumstances, I found the Tenant's denial to be unwavering and ultimately, credible. While the Landlord's witness CT had prior experience with electrical panels, the Landlord did not produce any convincing expert evidence to show that only manual switching could have switched the breakers. I am therefore not satisfied on a balance of probabilities that the Tenant tampered with the electrical panel. In the alternative, I am not satisfied the alleged facts rise to the level of constituting a serious impairment of safety. In this regard, aside from a temporary loss of power, the Landlord has not shown that the upstairs tenants' safety was comprised as a result of the short disruption, or that there was the potential for a serious risk to their safety during the period of disruption. This allegation is accordingly denied.

Hot water heater

9. The Landlord alleges that in or around October 6, 2025, the upstairs tenant reported excessively hot water temperatures in their rental unit. The Landlord, the Landlord's father/witness Ahmed Akbary (AA) and the Landlord's technician attended at the residential complex and discovered that the Tenant (allegedly) switched the water heater temperature to the maximum setting. The water heater is located in the mechanical room where only the Tenant had access and the Landlord noted the Tenant and upstairs tenants were not on good terms at the time. In support, the Landlord also produced a January 17, 2026 email from the upstairs tenant who advised they were moving out due to not feeling safe to live at the rental unit.
10. The Tenant denies tampering with the water temperatures, stating the change in temperature would impact all building units and stating she was unaware how to even access/change the water heater temperature. The Tenant also downplayed the alleged issues with the upstairs tenants, but noted the parties had prior disagreements about airflow / temperature settings within the building.
11. The onus to prove this allegation rests with the Landlord. While the Landlord suspects the Tenant tampered with the water heater, I found the Tenant's denial to be believable, especially considering the water temperatures would also similarly impact the Tenant. It is also somewhat unclear from the evidence, in the absence of an expert report, whether the water heater change in setting could have resulted from a simple mechanical fault.
12. In the alternative, I am not satisfied the alleged facts rise to the level of constituting a serious impairment of safety. The Landlord did not produce any temperature readings to establish

that water temperatures rose to a level constituting a serious impairment of another person's safety, nor did the Landlord produce as a witness the upstairs tenant who was purportedly impacted by the temperature change. This allegation is accordingly also denied.

It is ordered that:

1. The Landlord's application is dismissed.

April 21, 2026

Date Issued

Peter Nicholson

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.