



Order under Section 69 Residential Tenancies Act, 2006

Citation: Annlyn Management Corporation v Majlat, 2026 ONLTB 33100

Date: 2026-04-27

File Number: LTB-L-093562-25

In the matter of: 10, 777 LAWRENCE AVE W
NORTH YORK ON M6A1C2

Between: Annlyn Management Corporation

Landlord

And

Krisztian Majlat
Gabriella Danyi

Tenants

Annlyn Management Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Krisztian Majlat and Gabriella Danyi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes. (**L1 application**)

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have 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 Tenants remained in the unit after the termination date. (**L2 application**)

This application was heard by videoconference on March 17, 2026.

The Landlord's agent, Marc Demone, the Landlord's representative, Howard Levenson, and one of the Tenants, Krisztian Majlat ('KM'), attended the hearing.

It should be noted that after KM met with tenant duty counsel, he requested an adjournment of the hearing, which adjournment request was denied. KM then disconnected prior to the commencement of the hearing and did not return. As such, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue – Adjournment Request

1. At the outset, tenant duty counsel, Vicky Vu, advised that she was acting on a limited scope retainer for the Tenants' adjournment request only. She advised that after speaking with KM,

it became apparent that they required an adjournment because he required a translator. He had not realized that the Tenants had to arrange for an interpreter.

2. The Landlord opposed the adjournment request. The Landlord's agent argued that he has had numerous conversations with the Tenants in English and that the Tenants have no issues with speaking or comprehending English. I exercised my discretion to allow the Landlord's agent to upload audio of a conversation he had with KM [Doc 7582499]. After listening to the audio, I was satisfied that KM had sufficient command of English in order to respond to the application and participate in the hearing. As such, I exercised my discretion to deny the Tenants' request for an adjournment.

L1 Application

3. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
4. As of the hearing date, the Tenants was still in possession of the rental unit.
5. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
7. The Tenants has not made any payments since the application was filed.
8. The rent arrears owing to March 31, 2026 are \$11,400.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,900.00 from the Tenants 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.
11. Interest on the rent deposit, in the amount of \$40.77 is owing to the Tenants for the period from March 10, 2025 to March 17, 2026.

L2 Application

12. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenants is terminated.
13. The Tenants were in possession of the rental unit on the date the application was filed.
14. On May 23, 2025, the Landlord gave the Tenants a first, voidable N5 notice of termination alleging that the Tenants had substantially interfered with other tenants' reasonable enjoyment and the Landlord's rights, privileges and interests by causing excessive noise, disconnecting their smoke and carbon monoxide detectors, obstructing the common area hallway and failing to provide proof of tenant insurance. As such, the Landlord was allowed

to give the Tenants a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

15. On October 15, 2025, the Landlord gave the Tenants a second N5 notice of termination alleging that they had created excessive noise on September 25 and October 10, 2025 and caused a safety hazard on October 13, 2025 by setting off fireworks at the rear of the building.

Substantial Interference

16. The Landlord produced copies of the following complaints [Doc 7525326] from other tenants in the building:
 - October 8, 2025: excessive noise, parties, leaving lobby door open while smoking which resulted in the smell of cigarettes entering the building, loud banging, pounding and running back and forth
 - October 10, 2025: excessive noise, repeated loud banging, crashing sounds, stomping, running, dragging chairs, parties, setting off fireworks near another tenant's window and causing a fire in a garbage dumpster
17. The Landlord's agent testified that after receiving a complaint about noise on October 10, 2025, he attended at the property at 9:30 a.m. Despite police attending at the unit, the Tenants resumed their party after police left, causing excessive noise into the early hours of the next morning. When the Landlord's agent attended the unit a second time that evening, around midnight, the Tenant's simply shut the door in the Landlord's face.
18. After the Landlord served the second N5 notice, the Tenants' behaviour did not improve. On January 31, 2026, the Landlord received an email from the city's by-law enforcement [Doc 7525274] attaching a letter that was sent to the Tenants advising them to comply with noise regulations. The email advised the Landlord that any further complaint could result in a provincial offence notice. The Tenants remain non-compliant and have no respect for other tenants in the building.
19. Based on the Landlord's uncontested evidence, I am satisfied that the Tenants, an occupant of the Tenants' rental unit or a person permitted in the residential complex by the Tenants have caused excessive noise in the building on multiple occasions, that this conduct has substantially interfered with other tenants' reasonable enjoyment of the residential complex as well as the lawful right, privilege or interest of the Landlord

Relief from eviction

20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants did not attend the hearing to provide evidence of their circumstances and given that city by-law have put the Landlord on notice that a provincial offence notice could be issued if the noise complaints continue, I find it would be prejudice to the Landlord were the tenancy to continue.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 8, 2026.
2. If the unit is not vacated on or before May 8, 2026, then starting May 9, 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 May 9, 2026.
4. With respect to the L1 application, the Tenants may void this part of the order by paying to the Landlord or to the LTB in trust:
 - \$13,486.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,386.00 if the payment is made on or before May 8, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenants may also make a motion at the LTB to void this portion order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after May 8, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 6. **Even if the Tenants void this part of the order, the tenancy between the Landlord and the Tenants is terminated as of May 8, 2026 because the Tenants have substantially interfered with the reasonable enjoyment of other tenants and the Landlord's rights, privileges and interests.**
 7. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,807.22. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 8. The Tenants shall also pay the Landlord compensation of \$62.47 per day for the use of the unit starting March 18, 2026 until the date the Tenants moves out of the unit.
 9. If the Tenants do not pay the Landlord the full amount owing on or before May 8, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.

April 27, 2026
Date Issued

Karen Gonçalves
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 November 9, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$13,300.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$13,486.00

B. Amount the Tenants must pay to void the eviction order if the payment is made on or before May 8, 2026

Rent Owing To May 31, 2026	\$15,200.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$15,386.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$10,561.99
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$40.77
Total amount owing to the Landlord	\$8,807.22
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	