



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092079-25

In the matter of: BASEMENT, 24 HABITANT DR
NORTH YORK ON M9M2N9

Between: RODERICK CHRISTIE Landlord

And

CHRISTOPHER SINGH Tenant

RODERICK CHRISTIE (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTOPHER SINGH (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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 2, 2026.

The Landlord Roderick Christie, Landlord's Support Person Ann-Marie Myers, and the Tenant Christopher Singh attended the hearing.

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 shall be terminated, and the Landlord is entitled to compensation for use and occupation of the rental unit after the termination date, the filing fee, and ongoing per diem rent compensation until the Tenant vacates, less the rent deposit and accrued interest.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 23, 2025, the Landlord served the Tenant personally with an N7 notice of termination with a termination date of October 6, 2025. The notice alleges conduct including aggressive and threatening behaviour toward the Landlord, excessive noise, interference with utilities, and damage to the Landlord's property.

4. The building has three or fewer residential units and the Landlord lives in the building.
5. The Landlord testified that the Tenant began storing multiple vehicles on the property which interfered with parking. The Landlord also testified that when he confronted the Tenant about an extra vehicle on the property, the Tenant "ran up in my face." The Landlord stated that on the night of September 18, 2025, the Tenant was playing loud music, that the Landlord called the Tenant but received no answer, and that shortly after the Landlord turned up his television to get the Tenant's attention, the electrical power to the Landlord's area went out. He said he checked the breaker located near the entrance to the Tenant's unit and found it switched off. After turning it back on, he heard the Tenant outside, looked out, and saw the Tenant throwing eggs from a brown paper bag onto the Landlord's car. The Landlord filed five photographs and a video showing eggs and broken shells on the vehicle and on the ground around it.
6. The Tenant admitted at the hearing that he threw eggs at the Landlord's car. He denied threatening to burn the house down or kill the Landlord. He also said that, in his view, the Landlord disturbs his sleep and that he had called the police regarding loud music, although he was not certain who had been making the noise. The Tenant said the issue regarding the extra vehicle was addressed the same day because the vehicle was removed. He also stated that he no longer wants to live in the rental unit and intends to move once he has saved enough money.
7. I have carefully considered the evidence of both parties, the documentary evidence, and the admissions made at the hearing. I do not rely on every allegation in the N7. In particular, I do not find that the brief parking dispute, on its own, would justify terminating the tenancy, as the evidence was that the additional vehicle was removed the same day. I also make no finding on the allegations that the Tenant threatened to burn down the house or kill the Landlord, as those allegations were either insufficiently particularized or related to matters the Landlord said arose after the application was filed and were not included in an amended notice or application. However, I do accept the Landlord's evidence regarding the events of September 18, 2025, and that evidence is corroborated by the Tenant's own admission that he egged the Landlord's car and by the photographs and video showing the damage and aftermath.
8. Accordingly, on the basis of the evidence before the Board, I find on a balance of probabilities that the Tenant engaged in conduct that substantially interfered with the Landlord's reasonable enjoyment and lawful interests in the residential complex. The most serious incident was the Tenant intentionally throwing eggs at the Landlord's car during the ongoing dispute. I also accept the Landlord's evidence that the electrical breaker serving the Landlord's area had been switched off during the same episode and that there was excessive noise late at night. In a house with only two residential units, where the Landlord and Tenant live in close proximity, this type of deliberate conduct has an immediate and serious impact on the Landlord's enjoyment of the residential complex. Even if the egging incident is viewed in isolation, intentional damage or vandalism directed at the Landlord's personal property in the context of an escalating dispute is serious misconduct and is sufficient in these circumstances to amount to substantial interference within the meaning of the Act.

9. Based on the monthly rent, the daily compensation is \$46.03. This amount is calculated as follows: $\$1,400.00 \times 12$, divided by 365 days.
10. The Tenant was required to pay the Landlord compensation for use and occupation of the rental unit for the period from October 7, 2025, the day after the termination date in the N7 notice, to March 2, 2026, the hearing date. Based on the lawful monthly rent of \$1,400.00, the amount of compensation for that period is \$6,766.41.
11. The parties agreed that the Tenant made the following payments after the termination date in the N7 notice:
 - November 6, 2025 – \$1,100.00
 - November 14, 2025 – \$300.00
 - November 28, 2025 – \$400.00
12. The total paid by the Tenant after October 6, 2025, is therefore \$1,800.00. Those payments must be credited against the Landlord's claim for compensation for use and occupation. After applying that credit, the compensation owing for the period from October 7, 2025, to March 2, 2026, is \$4,966.41.
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 \$1,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$21.75 is owing to the Tenant for the period from June 6, 2025, to March 2, 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.

Relief from eviction

16. The Tenant requested relief from eviction. The Tenant said that he does not feel at peace in the rental unit, wants to move when he is able to save enough money, and asked for approximately four to eight weeks to relocate. He said that he cannot work properly because of the noise and that his sleep is disturbed.
17. The Landlord opposed relief from eviction beyond a brief delay to permit the Tenant to move out. The Landlord submitted that he feels unsafe in his own home and cannot sleep, that the Tenant owes ongoing compensation for use and occupation, and that the relationship has broken down to the point that the tenancy cannot continue.
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. In my view, given the misconduct was deliberate, hostile, and directed at a Landlord who lives in the same small residential building, to delay eviction would be unfair in these circumstances.

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 May 6, 2026.
2. If the unit is not vacated on or before May 6, 2026, then starting May 7, 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 7, 2026; The Sherrif is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$4,966.41, which represents compensation for the use of the unit from October 7, 2025, to March 2, 2026.
5. The Tenant shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting March 3, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,421.75 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.
8. The total amount the Tenant must pay the Landlord is \$3,730.66.
9. If the Tenant does not pay the Landlord the full amount owing on or before May 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 7, 2026, at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Kyle Anderson
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 November 7, 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.