



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

**File Number:** LTB-L-056894-25

**In the matter of:** 811, 556 MARLEE AVE  
NORTH YORK ON M6B0B1

**Between:** Mohamed Elbahlo Tarroum Landlord

**And**

Shanice Baylis-Kennedy Tenant

Mohamed Elbahlo Tarroum ('MET' or the 'Landlord') applied for an order to terminate the tenancy and evict Shanice Baylis-Kennedy ('SBK' or the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 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 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. As part of this application, the Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. (L2 application)

These L1 and L2 applications were filed together under the above case file number on July 10, 2025.

An initial hearing was held on December 9, 2025 but was adjourned on consent of the parties. These applications were rescheduled by the LTB for, and heard by videoconference on, April 27, 2026.

Only the Landlord's Legal Representative, Kush Gupta ('LLR'), attended the hearing.

As of 9:30 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. I confirm that no one for the Tenant appeared in the hearing room for the remainder of the hearing block. 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 \$2,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the L1 application was filed.
6. The rent arrears owing to April 30, 2026 are \$23,650.00. For the purpose of setting out the order below, the rent arrears owing to the date of this hearing – that is to April 27, 2026 -- are 23,408.36.
7. The Landlord incurred costs of \$186.00 for filing the L1/L2 applications and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,150.00 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 \$48.49 is owing to the Tenant for the period from April 1, 2025 to April 27, 2026.

### **L2 application**

10. 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 L2 application. Therefore, the tenancy will be terminated in a final way on May 16, 2026.
11. N5 Notice of Termination:- On June 10, 2025, the Landlord mailed the Tenant an N5 notice of termination which is deemed to have been served on June 10, 2025. The notice of termination contains the following allegations: on certain identified dates in May and June 2025, the Tenant smoked or used marijuana in and around the rental unit. The condo management sent a number of written complaints to both the Tenant and the Landlord.
12. LLR submitted that the Tenant did not stop the conduct or activity or corrected the complained about smoking within seven days after receiving the N5 notice of termination. LLR explained that a third notice of complaint by the condo management was sent to the Tenant and Landlord on June 8, 2025 (exhibit LL#1), and subsequently, additional complaints were sent on August 15, 2025 and October 28, 2025 (exhibit LL#3). LLR stated the Tenant's smoking activity continued into 2026, stating that on March 17, 2026, the condo management gave a final warning to the Landlord that their lawyer would now become engaged to take legal action (exhibit LL#4). Under a date of March 18, 2026, LLR affirmed he sent a letter to the Tenant (exhibit LL#2) as a final attempt to have the Tenant

cease her marijuana smoking activity in the rental unit. No reply has been received by the Landlord.

13. As the Tenant was not present or represented at this hearing, I can only draw a negative inference from the Tenant's non-responsiveness.
14. Based on the Landlord's submissions, I find the Tenant did not stop the conduct or activity or correct the marijuana smoking within seven days after receiving the N5 notice of termination. This is evident based on the evidence adduced (LL#2, LL#3 and LL#4). Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
15. From the first finding, I also find the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord. This was quite evident from the condo management's written complaints which have resulted on March 17, 2026 with the condo management's stated intent to take legal action against the Landlord.

*Relief from eviction under the L1 and L2 applications*

16. I asked LLR to disclose any/all circumstances that the Landlord is aware of, that is that may affect the possibility of termination of the tenancy. LLR indicated that he and the Landlord are not aware of any circumstance(s) in respect of postponing or refusing eviction. LLR submitted that the Landlord faces legal action because of the Tenant's continued behaviour/conduct and requested termination of the tenancy.
17. 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.
18. With this finding, the L1 application has been effectively converted to an arrears-only application (that is, no longer having a voidable component to it in regard to paying all arrears and maintaining the tenancy intact).

**It is ordered that:**

**For both L1 and L2 applications**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 16, 2026.
2. If the rental unit is not vacated on or before May 16, 2026, then starting May 17, 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 rental unit to the Landlord on or after May 17, 2026.

4. The Tenant shall pay to the Landlord \$21,395.87. This amount relates to the rent arrears owing by the Tenant up to the date of the hearing (April 27, 2026) and the cost of filing the L1/L2 applications. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 below for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$70.68 per day for the use of the rental unit starting April 28, 2026 until the date the Tenant moves out of the rental unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.

**May 5, 2026**  
**Date Issued**

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Alex Brkic  
 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 17, 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 Tenant must pay because the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date (April 27, 2026)                                                                         | \$23,408.36          |
| Applications Filing Fee                                                                                             | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,150.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$48.49            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$21,395.87</b>   |
| Plus daily compensation owing for each day of occupation starting April 28, 2026                                    | \$70.68<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |