



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

File Number: LTB-L-095159-25

In the matter of: 1, 42 LIPPINCOTT ST
Toronto ON M5T2R5

Between: Andre Pedzialek Landlord

And

PATRICK MAGGIO Tenant

Andre Pedzialek (the 'Landlord') applied for an order to terminate the tenancy and evict PATRICK MAGGIO (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

This application was heard by videoconference on April 30, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary Issues:

1. At the end of the hearing, the Tenant requested an adjournment because they wanted to obtain a legal representative. The Landlord opposed the Tenant's request as the hearing had almost concluded. I denied the Tenant's request as he had not made any reasonable efforts to obtain a legal representative prior to the hearing. Nor did the Tenant request an adjournment prior to the hearing, rather, the Tenant waited until the hearing had almost concluded and then requested an adjournment. The Tenant had made no reasonable efforts at obtaining any legal representation prior to the hearing, and I was not convinced that by granting an adjournment he would have a legal representative at the next hearing.
2. I also raised a preliminary issue in respect to the Landlord's application as his N5 notice was a second N5 notice, but his application was seeking termination based on a first N5 notice of termination. The Landlord submitted that he incorrectly selected the first N5 notice option in the application and that he was seeking termination based on a second N5 notice of termination. The Landlord provided both the first N5 notice and the second N5 notice, as well as their certificate of services, into evidence, so I amended the application to reflect the Landlord's application as seeking termination of the tenancy based on the

second N5 notice of termination.

3. The Landlord had not served his evidence on the Tenant at least 7 days prior to the hearing, so I did not allow him to rely on any evidence that was not served, rather, I provided the Landlord with the opportunity to rely on their oral testimony as evidence. The Landlord understood and opted to proceed with just his oral testimony evidence.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On June 18, 2025, the Landlord gave the Tenant an N5 notice of termination ("first N5 notice"), with the termination date of July 10, 2025. The notice of termination contains the following allegations: on June 17, 2025, a violent domestic dispute between the Tenant and their guest occurred at 4:00 a.m., and this interfered with the right to quiet enjoyment of another tenant living in the residential complex.
4. Therefore, on November 5, 2025, the Landlord was legally allowed under the *Residential Tenancies Act*, 2006 ('Act'), to serve the Tenant with a non-voidable second N5 notice of termination, with the termination date of November 20, 2025 ("the second N5 notice"). The second N5 notice contains the following allegations: between October 26, 2025 to October 28, 2025, the Tenant was involved in a domestic dispute with his guest, which substantially interfered with another tenant's rights to quiet reasonable enjoyment of the residential complex.
5. The Landlord testified on October 28, 2025, the police were called to the rental unit after a domestic dispute between the Tenant and their guest. The Landlord said the dispute caused a disturbance to other tenants in the residential complex and interfered with their reasonable enjoyment of the residential complex.
6. The Tenant testified that there was an isolated incident where he was arguing with his sister, who is his occupant, but that this was not a reoccurring issue.
7. The Landlord did not agree with the Tenant and read out statements he had received from other tenants in the residential complex regarding the issues they had with the Tenant and his occupant. The Tenant did not agree with the statements and said he had no knowledge of any of the issues his occupant had with those tenants.
8. On a balance of probabilities, I am not satisfied that the Tenant has substantially interfered with the reasonable enjoyment of other tenants in the residential complex. I make this finding because the Landlord did not provide any documentary evidence to support that he had in fact received complaints from the tenants in the residential complex.

9. What the Landlord did was, read out witness statements from individuals he claims are or were tenants in the residential complex, but did not authenticate those complaints. I would have reasonably expected the Landlord to summons at least one of the three tenants that had filed a complaint with him regarding the impact the Tenant's disturbance in October 2025 had on them. Furthermore, the Landlord referenced a police report, but did not provide a copy of this police report into evidence, so I was unable to authenticate what the police report had stated. The Landlord said he had attempted to obtain a copy of the police report but was not given a copy as he was not the one that had called the police on the Tenant. I understand this to mean that the Landlord themselves were unaware of what the police report had stated.

10. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 8, 2026
Date Issued

Vishal Nanda
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.