



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-007241-26

In the matter of: 1, 884 West Village Square
London ON N6H5J9

Between: Prabhleen Kaur (aka. Nar) Landlord
Gurvinder Singh (aka. Nar)

And

Anna Strashun Tenant

Prabhleen Kaur (aka. Nar) and Gurvinder Singh (aka. Nar) (the 'Landlord') applied for an order to terminate the tenancy and evict Anna Strashun (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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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 26, 2026.

The Landlord Prabhleen Kaur, Landlord's Legal Representative Hugh Mai, and the Tenant Anna Strashun attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

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.

3. On January 7, 2026, the Landlord gave the Tenant a first N5 notice of termination. The notice alleged excessive noise, unsafe behaviour involving unattended boiling water on the stove, threats to other occupants, leaving dirty dishes in the rental unit, smoking in the garage with a guest, and damage to a door said to have been caused by the Tenant slamming it. The notice also claimed approximately \$500.00 to replace the door.
4. Because this was a first N5 notice, the Tenant could void the notice by stopping the conduct within seven days and, with respect to the damage allegation, by repairing the damage, paying the reasonable repair costs, or making satisfactory arrangements to do so within that same period. The Landlord therefore had the burden of proving, on a balance of probabilities, either that the conduct continued during the voiding period or that the damage was not repaired or otherwise addressed as required by the Residential Tenancies Act, 2006 (the "Act").
5. The Landlord called several witnesses who described conflict in the shared townhouse after the Tenant moved in, including loud arguments, late-night noise, unclean conditions, and a serious incident on September 22, 2025, involving a pot of boiling water and alleged threats. I accept that the witnesses described difficult interactions in the household and that relations between the occupants deteriorated. However, most of the evidence concerned incidents occurring months before the N5 notice was served, or consisted of general assertions that the Tenant was loud or disruptive on an ongoing basis. No specific incidents were identified by date or time as having occurred during the seven-day voiding period after service of the N5 notice.
6. In the absence of evidence of any specific conduct during the voiding period, I am not satisfied that the Landlord proved that the Tenant failed to void the behavioural portion of the first N5 notice. Evidence of prior conflict or general allegations of ongoing tension is not sufficient, without particulars, to establish that the conduct continued during the statutory voiding period.
7. I am also not satisfied that the Landlord proved the damage allegation. The Landlord claimed that the Tenant damaged a door by slamming it and sought approximately \$500.00 to replace it, but the Landlord did not file any invoice, quote, photograph, repair record, or other reliable evidence substantiating either the existence of the damage, that the Tenant wilfully or negligently caused it, or the amount claimed. Accordingly, I find that the damage claim is not proven.
8. Given that the Landlord has not proven that the Tenant failed to void the first N5 notice, and has not proven the damage claim, the Landlord has not established the grounds for termination set out in the application. The claim for daily compensation must therefore also be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 19, 2026
Date Issued

Kyle Anderson
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.