



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106063-25

In the matter of: 2003, 3575 KANEFF CRES
MISSISSAUGA ON L5A3Y5

Between: Kaneff Properties Limited Landlord

And

Qi Guang Men Tenant
Melissa Boyd

Kaneff Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Qi Guang Men and Melissa Boyd (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 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.

Only the Landlord's Legal Representative Kundai Govereh and the Landlord's Agent Narcisa Muharemi attended the hearing.

As of 11:01 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On June 24, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging substantial interference arising from aggressive behaviour toward Landlord staff, removing Landlord notices from common areas, propping open secured common area doors, and kicking over an exterior garbage receptacle and creating a mess. That first N5 was served less than six months before the second N5 relied on in this application. I am therefore satisfied that the Landlord was permitted to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Residential Tenancies Act, 2006 (the "Act").
4. On November 10, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice alleged that on November 3, 2025, the Tenant deposited discarded furniture in the common area lobby, and that on November 5, 2025, the Tenant removed a stove from another unit and placed it in the rental unit for the Tenant's use.
5. The Landlord's evidence was provided through the testimony of Marilou Francia (MF), the building administrator, and the documentary evidence filed by the Landlord. MF testified that she is familiar with the Tenant and has access to the building's CCTV. MF testified that on November 3, 2025 the cleaner reported furniture left in the lobby. MF reviewed the CCTV footage and identified the Tenant placing two chairs and two cabinets in the lobby. The Landlord filed still images from that footage showing the Tenant moving the items into the lobby. MF also testified that the Tenant had not booked a moving elevator and left the items in the lobby. The Landlord sent a letter to the Tenant about the incident, but received no explanation.
6. MF also testified that on November 5, 2025 the superintendent attended the rental unit to change the filter in the Tenant's air conditioning unit and observed that the stove in the unit had been replaced with a stainless-steel stove of the type installed in renovated units. The Landlord filed the superintendent's email reporting that observation and a photograph of the stove in the rental unit. The Landlord also filed the tenancy agreement and a September 1, 2021 inspection report showing that the rental unit was originally supplied with a white stove and fridge. MF testified that the Tenant had never reported any issue with the original stove and the Landlord had never replaced it. MF further testified that the stainless-steel stove came from a vacant neighbouring unit and that a white stove was then found in that other unit. The tenancy agreement and building rules filed by the Landlord prohibit tenants from removing or replacing appliances without the Landlord's permission.
7. On the basis of the evidence before the Board, I find on a balance of probabilities that the Tenant deposited furniture waste in the common area lobby on November 3, 2025 and removed a stove from another unit and placed it in the rental unit without the Landlord's permission on November 5, 2025. I accept the Landlord's evidence on these points because it is detailed, consistent, and corroborated by the CCTV stills, the superintendent's email, the photograph of the stove, the lease terms, and the move-in inspection report. Moreover, the Tenant did not attend to dispute the evidence.

8. I further find that this conduct substantially interfered with the Landlord's lawful rights, privileges, or interests. Leaving discarded furniture in the lobby interfered with the Landlord's management of the common areas and disposal rules in the building. Removing and appropriating an appliance from another unit was a serious interference with the Landlord's property rights and building operations. The Landlord has therefore proven the ground for termination set out in the second N5 notice.
9. The Tenant was required to pay the Landlord \$7,580.65 in daily compensation for use and occupation of the rental unit for the period from November 26, 2025, to March 26, 2026.
10. Based on the monthly rent, the daily compensation is \$62.65. This amount is calculated as follows: \$1,905.72 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,797.01 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$18.30 is owing to the Tenant for the period from October 1, 2025, to March 26, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
14. 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.

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 30, 2026.
2. If the unit is not vacated on or before May 30, 2026, then starting May 31, 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 31, 2026.
4. The Tenant shall pay to the Landlord \$7,580.65, which represents compensation for the use of the unit from November 26, 2025, to March 26, 2026.
5. The Tenant shall also pay the Landlord compensation of \$62.65 per day for the use of the unit starting March 27, 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 \$1,815.31 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 \$5,951.34.

9. If the Tenant does not pay the Landlord the full amount owing on or before May 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 31, 2026, at 4.00% annually on the balance outstanding.

May 19, 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 30, 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.