



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

File Number: LTB-L-009859-26

In the matter of: 44 CLIFTON CRT
MARKHAM ON L3S4H8

Between: Gurmit Kaur Ahluwalia Landlord

And

CALVIENG METZ Tenant

Gurmit Kaur Ahluwalia (the 'Landlord') applied for an order to terminate the tenancy and evict CALVIENG METZ (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- 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.

This application was heard by videoconference on May 5, 2026.

The Landlord's son Gagandeep Ahluwalia and the Tenant attended the hearing.

Determinations:

1. On January 31, 2026, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains, in part, the following allegations:
 - January 5, 2026 – the Tenant came to the Landlord's door in a threatening/aggressive manner
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's son Gagandeep Ahluwalia (GA) testified on January 5, 2026, the Tenant came to the Landlord's door asking "are we good" because the Landlord was vacuuming and then told GA "you're soft" which he took as the Tenant was trying to intimidate him and fight him.

4. GA testified on April 27, 2026, the panel which is in the Tenant's unit had to be shut off due to an electrical emergency. He further testified that he entered the Tenant's unit shut off the power, returned 5 minutes later to turn the power on, and sent a message to the Tenant to inform him about the emergency entry. A video was entered into evidence.
5. GA testified that the Tenant returned to the unit and was aggressive, vulgar and was slamming the door.
6. GA testified that his mother is afraid to use her walker because the noise of it may trigger the Tenant's behaviour and his sisters are afraid to visit their parents when he is not there in case the Tenant becomes agitated.
7. The Tenant testified that GA interpreted the event on January 5, 2026, incorrectly, he was not threatening the Landlord or GA.
8. The Tenant testified that the Landlord's daughter was not just vacuuming but was doing it right above his head repeatedly and that they just use the Landlord's wife to gain sympathy.
9. The Tenant testified that there is a problem with the shower and he believes the Landlord purposely uses water or flushes the toilet when he is in the shower causing him to be scalded. He testified he has repeatedly asked the Landlord to fix it but nothing has been done.
10. The Tenant testified that the Landlord has been trying to intimidate him so he would leave.
11. The Tenant testified that the Landlord does not remove his shoes when entering his unit and doesn't clean up after himself.
12. The Tenant admitted to the events in the video on April 27, 2026, and submitted that the slamming of the door was his emotions taking over in response to the Landlord entering his unit without proper notice.
13. To warrant eviction under Section 66, there must be some actual impairment of safety. As held in SOL-26261-12, 2012 LNONLTB 2628, it is not necessary that anyone has been hurt or injured. It is sufficient that it is foreseeable that the act or omission could have resulted in or may result in a serious impairment of safety. The impairment of safety must be serious. Given the serious consequences of this ground, including short notice, immediate application, no opportunity to correct behaviour, priority eviction by the Sheriff, this ground is intended for the most serious of situations.
14. The Tenant acting aggressive and slamming doors, although concerning or even frightening to the Landlord and his family, did not endanger their safety or expose them to any risk of harm. Therefore, I do not find that the Tenant's explosion of anger at the Landlord, although understandingly frightening, rose to a serious impairment of their safety.
15. At the hearing, the Tenant submitted that he would like to end the tenancy with a termination date of June 30, 2026, and use his last month's rent deposit for the month of June 2026. I will grant the Tenant the termination of the tenancy.

16. The Landlord collected a rent deposit of \$1,875.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$118.56 is owing to the Tenant for the period from September 18, 2023, to May 5, 2026.

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 June 30, 2026.
2. The last month's rent deposit shall be applied to June 2025, the last month of the tenancy.
3. The Landlord shall pay to the Tenant \$118.56 which represents the interest on the rent deposit.
4. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 July 1, 2026.
6. If the Landlord does not pay the Tenant the full amount owing on or before June 30, 2026, the Landlord will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Brenda Mercer
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 January 1, 2027 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.