



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

**Citation:** Kramer v Surovova, 2026 ONLTB 38763

**Date:** 2026-05-27

**File Number:** LTB-L-095716-25-AM

**In the matter of:** 29 MARSH HARBR  
AURORA ON L4G5Y7

**Between:** Bryce Kramer Landlord  
Lesley Bray

**And**

Maria Surovova Tenant

*Pursuant to a written request from the Landlord that was filed with the Board on May 21, 2026, the order is clerically amended as below.*

*The capitalized word "Landlord" and/or "Tenant" refer to all parties identified as each at the top of the order.*

Bryce Kramer and Lesley Bray (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Surovova (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- 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 in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on January 14, 2026 and April 29, 2026.

The Landlord, the Landlord's Legal Representative Joseph Ur, the Tenant, and the Tenant's Legal Representative Haseeb Ullah, attended the hearing on January 14, 2026. The Landlord, the Landlord's Legal Representative Joseph Ur, and the Tenant attended the hearing on April 29, 2026.

**Determinations:**

### Preliminary Issues

1. Pursuant to LTB-L-095716-25-IN issued by this Member on January 21, 2026, the N4 and N12 notices of termination were dismissed as fatally flawed and the N5 portion of the L2 application was adjourned.
2. Also pursuant to the interim order the following preliminary issues remain unaddressed:
  - a) Whether the L1 application is proceeding under section 89(1) of the Act for an order for payment only.
  - b) Whether the N5 notice can proceed at the Board, as the monetary issue is in front of the courts.
3. The Landlord's Legal Representative submitted that order LTB-L-00863-26 issued by the Board on April 8, 2026 terminated the tenancy if the required payment of arrears was not made on or before April 19, 2026 and the Tenant appealed to on April 13, 2026; the arrears are captured in this order, therefore the only live issue before the Board in this matter is the N5. The Landlord's Legal Representative requested to withdraw the L1 application and only proceed on the N5 portion of the application. The Landlord's Legal Representative's request was granted.
4. As to the second preliminary issue, the Landlord's Legal Representative submitted the issues before the court are unrelated; the Landlord is not seeking arrears, there is no overlap with respect to the N5 issues based on substantial interference; these issues are not before the Divisional Court. The lien has no effect on the N5, as the construction company has started a collection process against the Landlord and Tenant. The Landlord is simply seeking grounds for eviction under the N5; there is no overlap in respect of remedies.
5. The Tenant submitted that she believes the circumstances involve matters before the court, therefore, the N5 should not proceed until the court issues are resolved.
6. The N5 matter shall proceed on its merits. There is no overlap with the issue of whether the Tenant has a vested financial interest in the property that is in front of the Divisional Court; the issue here is whether the Tenant's actions/behaviour substantially interfered with the Landlord.

### Merits

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as set out below.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. As set out in the interim order, there is no dispute that a Purchase and Sale Agreement (PSA) was signed between the parties, including Schedule A, on November 4, 2024; the closing date was April 1, 2025. The sale required a deposit of \$25,00.00 by a specified date on November 2024, and an additional deposit of the same amount on a specified date in January 2025; the first deposit payment was made but not the second, as such, the deal

did not close and the sale fell through. Schedule A of the PSA also included, "The Buyer agrees to enter into a lease agreement from November 15<sup>th</sup> until closing for a lease price of \$4,000.00 per month, payable monthly directly to the sellers". The Standard Form Lease was signed November 8, 2024, and the tenancy began November 14, 2024; the rent of \$4,000.00 was due on the 15<sup>th</sup> of each month.

10. On October 31, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of November 20, 2025. The notice of termination contains the following allegations:
  - On December 17, 2024, the Landlord discovered that the Tenant had changed the locks at the rental property without permission and did not provide the Landlord with a copy.
  - After the fact, the Landlord discovered that on February 10, 2025, the Tenant signed a contract with Enercare Inc., misrepresenting herself as the owner of the property, for the installation of a new furnace and air conditioning system. The Tenant did not pay for the system/installation, thereby this misrepresentation has exposed the Landlord/owner to significant charges against the property.
  - On March 13, 2025, the Landlord/owner received notice that Casper Custom Interiors Corp. had registered a construction lien against the property for \$87,405.50, for work done to the property pursuant to a contract entered into with the Tenant. To date, the lien remains as an encumbrance on the title of the property.
  - On March 14, 2026, the owners became aware that the Tenant had placed an advertisement online listing the washer and dryer that came with the property, for sale. The Tenant's actions wrongfully interfered with the Landlord/owner's lawful right, interest and privilege, particularly had they sold; the Tenant had no right to list the Landlord's property for sale.
11. The Landlord advised they were proceeding on the 1<sup>st</sup> N5 notice only as the Tenant did not correct the behaviours outlined in the notice; the application was filed within the required 30-days after this notice was served.
12. The Landlord Bryce Kramer testified he purchased the home with his now ex-wife Lesley Bray approximately July 2009, they lived at the property until they separated in July 2022; the property was listed for sale in 2024. They entered into a Purchase and Sale Agreement (PSA) with Mara Sarvova (MS) the conditions of which included MS signing a Standard Form Lease so she could live at the property and do some renovations prior to the closing date; the Tenant told the Landlord she wanted to do a few things before the possession date. The term of the signed lease ran from November 15, 2024 to March 31, 2025, with monthly rent of \$4,000.00 due on the 1<sup>st</sup>. Undenounced to the Landlord, the Tenant hired a contractor to do major renovations and had the gas company install a new furnace/air conditioning system. The Tenant did not pay for either contract; the matters are before the Superior Court with the Tenant and Landlord named as Defendants, plus the contractor filed a lien against the property. It was not necessary for the Tenant to have entered such expansive renovations or to replace the furnace. The Landlord's son is in HVAC and advised there was no reason for the furnace to have been replaced, plus the Landlord never had any problems the entire time they lived there. Further, the Tenant never should

have entered either contract behind the Landlord's back and by misrepresenting herself as the property owner. The gas company contract is \$25,086.00 and the invoice for services rendered by the renovation contractor is \$87,405.50. As to the washer/dryer being advertised for sale, the Landlord is not aware if the appliances sold as they have no key(s) to access the rental property; nonetheless, the Tenant had no legal right to list the Landlord's property for sale.

13. The Landlord's Legal Representative submitted the Landlord is seeking termination of the tenancy for the serious and ongoing interference with the Landlord. The significant renovations and replacement of the furnace system were done without the Landlord's consent and now expose the Landlord to the consequences of a lien being registered against the property and court proceedings. The tenancy is not viable; termination is the only option. The Landlord is also requesting a prompt inspection of the property.
14. The Tenant testified that the property had to be in livable condition and appliances functioning and based on the PSA, she had the right to do any renovations she wanted. As to the furnace, it was not working properly, therefore she had the right to have it replaced. The Tenant denied all allegations of wrongdoing on her part; she acted within her rights as per the PSA in evidence. At the conclusion of the Tenant's testimony, this Member queried as to whether she was referencing any other documents in her 71-page document brief other than the PSA at pages 20 to 32. The Tenant responded in the negative and said all her evidence was given to Superior Court, there is nothing more to give here. On cross examination, the Tenant confirmed that she had advertised the washer/dryer for sale, and that she did not put into evidence information regarding: the furnace issue; the construction lien; the washer/dryer issue; or the denial of access to the Landlord. She also confirmed she had not contacted the Landlord about there being a furnace issue, nor did she communicate about the renovations/contracts she entered. The Tenant testified she did not pay the invoices related to the work she had done but did send them to the Landlord for reimbursement; the Real Estate Agent was aware of all her actions. The Tenant further agreed the lease said she could not change the locks on the property without the Landlord's consent. As to the Notice of Entry for November 3, 21025, she emailed the Landlord with her reasons for denying access.
15. The Tenant submitted the application should be dismissed; the tenancy is already terminated through the other order, therefore there would be a conflict.

#### Analysis

16. This application is based on section 64 of the Ac which says:

64.(1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission

17. Based on the testimony and evidence before me, I find the Tenant did not void the N5 notice with the 7-day voiding period October 31, 2025 to November 7, 2025. The Landlord still has no copy of the keys to the rental property, the contracts the Tenant entered are in front of the court and name the Landlord, and the Landlord has no knowledge of whether the washer/dryer were sold or if they are still in the home. Therefore, the Landlord has the right to proceed on this notice.
18. I further find that the Tenant substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the landlord and interfered with a lawful right, privilege or interest of the landlord. By entering contracts with Casper Custom Interiors Corp. and Enercare Inc. without the Landlord's knowledge, and by representing herself as the property owner to obtain the services of these companies, the Landlord has been substantially affected. The Landlord is now subject to Superior Court proceedings as one of the named defendants, and the property has a lien filed against it for an unpaid invoice to the contractor. Despite acknowledging these facts, the Tenant's position is she did nothing wrong and was entitled to act as she did.
19. As to a 'conflict' because there is a pre-existing eviction order is irrelevant to the determination made in this matter. The Landlord has the right to serve notices of eviction for different reasons; this matter is with respect to substantial interference; whereby the prior order is for arrears. As previously determined, that there is an order for eviction with respect to arrears, which currently has been stayed by the courts, does not affect the validity of this process; the Landlord is entitled to pursue eviction based on this N5 notice of termination. The stay of the courts on the eviction order for arrears of rent does not have any force or effect on this order.
20. As the Landlord was successful in their application, they are entitled to reimbursement of the application filing fee.

Relief from Eviction

21. 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. The Tenant did not accept any responsibility for her actions and did not request extra time if the eviction was granted. Therefore, I find there are no other circumstances before me to consider.

**It is ordered that:**

1. The L1 application and the N12 portion of the L2 application are dismissed.
2. *Upon proper notice being given, the Tenant shall permit the Landlord entry to the rental unit to perform an inspection.*
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
4. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.

**May 20, 2026**

**Date Issued**

**May 27, 2026**

**Date Amended**

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**Diane Wade**

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 December 1, 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.