



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-103872-25

In the matter of: Master bedroom, 5750 TAYSIDE CRES
MISSISSAUGA ON L5M5J4

Between: Jiaan Lou Landlord

And

Zainab Mohsin Tenant

Jiaan Lou (the 'Landlord') applied for an order to terminate the tenancy and evict Zainab Mohsin (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.

Jiaan Lou (the 'Landlord') also applied for an order requiring Zainab Mohsin (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

Jiaan Lou (the 'Landlord') also applied for an order requiring Zainab Mohsin (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on March 23, 2026.

Only the Landlord attended the hearing.

As of 11:04 a.m., 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:

Preliminary Issues:

N5 Notice Clarification:

1. At the hearing, it was brought to the Landlord's attention that although only one N5 notice of termination was uploaded to the Board's online portal, the L2 application indicates that the Landlord gave the Tenant a second N5 notice. Both "Notice N5" and "Notice N5 (2nd)" were checked off on the application.
2. The Landlord confirmed that although he had served the Tenant with a prior N5 notice, the application was to be based on the second N5 notice that was uploaded with the application. The Landlord stated he made an error when completing the application and seeks to rely on a single N5 notice of termination for purposes of the application. The N5 notice provided states a termination date of December 8, 2025 and clearly indicates that the Tenant can void the notice by correcting the behaviour within seven days. Given the uncontested evidence and submissions before me, I was satisfied that the Landlord made an error made in good faith and the N5 notice itself was clear that it was meant to be interpreted as a first N5 notice. Therefore, the application proceeded on the basis of a single N5 notice of termination.

Service of N5 Notice:

3. As explained below, the Landlord's application alleging substantial interference with reasonable enjoyment and wilful or negligent damage to the premises must be dismissed because the N5 notice of termination was not served in accordance with the mandatory requirements of the *Residential Tenancies Act, 2006* (the 'Act').
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On November 24, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day. The notice of termination contains allegations regarding noise disturbances by the Tenant in November 2025 as well as the Tenant leaving garbage in the kitchen to rot and leaving doors and windows open all day/night, even when raining, causing damage to a window frame in the residential complex on October 19, 2025.
6. The issue here is that the termination date on the N5 notice is for December 8, 2025. Subsections 64(2)(a) and 62(2)(a) of the Act state that the termination date on the notice of termination must not be earlier than the 20th day after the notice is given. As the N5 notice was deemed served on November 24, 2025, only 14 days notice was given rather than the required 20 days. Paragraph 1 of section 56 of O. Reg. 516/06 states that the Board may not extend or shorten time requirements related to notice requirements for terminating tenancies. Consequently, the notice is deemed not to be valid as the date of termination was not effective at least 20 days after the notice was given to the Tenant. As the notice of

termination is not valid, the portion of the application seeking termination of the tenancy is dismissed.

Daily Compensation:

7. The Tenant was required to pay the Landlord \$4,658.66 in daily compensation for use and occupation of the rental unit for the period from December 8, 2025 to March 23, 2026.
8. Based on the monthly rent, the daily compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
9. As the N5 notice is deemed not be valid and the tenancy is not terminated, the portion of the application seeking daily compensation is also dismissed.

Compensation for Damages:

10. Section 89 of the Act allows a landlord to apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of, or where repairing is not reasonable, the replacement of damaged property if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex willfully or negligently causes undue damage to the rental unit or the residential complex, and the tenant is in possession of the rental unit. The Landlord must show that the damage is "undue", meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary.
11. The residential complex is described as a six-bedroom house with a front entrance and basement entrance. Five out of the six bedrooms are tenanted. The rental unit is the master bedroom located on the second floor above the garage.

Windowsill/Window Frame:

12. The Landlord testified that he attended the residential complex on November 27, 2025 for a maintenance request from another tenant and saw damage to one of the basement window frames and windowsill. The Tenant had left the first-floor kitchen patio door open, and rainwater had permeated into the basement and onto the window directly below. The Landlord submitted photos of the windowsill and window frame showing what appears to be water damage to the paint and wood of the windowsill and erosion/weakening of the sealant along the window frame.
13. When asked how the Landlord was certain it was the Tenant who caused the damage, the Landlord replied that he has been contacted by multiple other tenants in the residential complex complaining to the Landlord about the Tenant leaving the patio doors and windows open throughout the residential complex on numerous occasions. The Landlord's evidence includes a bevy of text messages from at least two other tenants complaining about the Tenant's behaviour, several of which specifically mention the Tenant leaving either the patio doors or windows open in June, July, November, and December 2025. The texts also include pictures of the open patio door and/or windows. The photos of the open patio door also show a vent directly in front of it which would lead into the basement.

14. The Landlord estimated the cost to repair the window frame and windowsill would be approximately \$500.00. The Landlord did not provide receipts or independent contractor estimates to substantiate the amount and relies on his own prior personal experience with such repairs as a Landlord.
15. Based on the uncontested evidence and submissions before me, I am satisfied on the balance of probabilities that the Tenant wilfully or negligently caused damage to the basement window frame and windowsill. The photographs submitted show damage beyond normal wear and tear that is likely the result of water damage. Given the numerous text messages with photographs from other tenants in the residential complex specifically mentioning the Tenant leaving the patio door open on several occasions, I am also satisfied on the balance of probabilities that the Tenant was the person responsible for leaving the door open while it was raining causing the water to permeate into the basement and damage the windowsill and window frame.
16. Given the extent of the water damage, I find the Landlord's estimated costs to repair the damage reasonable in the circumstances. Therefore, the Tenant shall pay the Landlord \$500.00 for the Landlord's reasonable out-of-pocket costs that he has incurred or will incur to repair or replace undue damage to property.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Microwave:

18. The Landlord testified he was informed by the other tenants in November 2025 that the Tenant also damaged the microwave in the residential complex by putting metal objects inside it causing a fire. A text dated January 10, 2026 from one of the tenants to the Landlord states that the microwave is still unsafe to use because the Tenant put aluminum foil inside. The Landlord further testified that parts of the microwave are missing because of the damage, and the appliance is no longer safe for any of the tenants to use.
19. The Landlord estimates \$100.00 to replace the microwave.
20. Based on the evidence before me, I am not satisfied that the Tenant wilfully or negligently caused damage to the microwave. Though there was some evidence to suggest the Tenant may have damaged the appliance, the Landlord did not submit any supporting documentation showing the actual damage done to the microwave. This was available and expected evidence necessary to substantiate the extent of the damage claimed and the subsequent need to replace the appliance. Without such evidence, I am not satisfied the Landlord has proven that the Tenant wilfully or negligently caused damage to the microwave. The Landlord's claim for damages to the microwave is therefore dismissed.

Compensation for Substantial Interference:

21. Section 88.1 of the *Residential Tenancies Act, 2006* ('Act') states that a landlord may apply to the Board for an order requiring the tenant or former tenant to pay the reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of the tenant's or former tenant's, another occupant of the rental unit's or a person permitted in the

residential complex by the tenant or former tenant substantial interference with the landlord's reasonable enjoyment of the residential complex or another lawful right, privilege of interest.

22. The Landlord testified that he receives a substantial amount of complaints from other tenants regarding the Tenant's ongoing problematic behaviour. Grievances from the other tenants include:

- The Tenant leaves the kitchen in a gross state of uncleanness by not cleaning up after she uses it and not allowing anyone else to touch her dirty dishes piled in the sink and on the stove.
- The Tenant does not dispose of her kitchen garbage and instead leaves it there to smell and rot and for pests to gather.
- The Tenant uses the kitchen after midnight, making excessive noise that disrupts the other tenants.
- The Tenant confronts and bullies other tenants when asked by them to cease her problematic behaviour.

23. The 75 pages of text messages from at least two other tenants submitted by the Landlord range in dates from May 19, 2025 to December 7, 2025. The texts substantiate the Landlord's claims regarding the behaviour detailed above. The other tenants' complaints have escalated to the point where they have requested the Landlord to evict the Tenant in order to resolve the issues. Examples of such messages include the following:

- October 25, 2025: "We can't live like this anymore."
- November 13, 2025: "Zainab is in the kitchen cooking this time. 2:45 am. You have to do something. I'm supposed to wake up at 6 am to go to work!!!"
- November 13, 2025: "How can we keep a bin smelling all over the kitchen. We need to make our foods in a healthy safe place. Think about it."
- December 9, 2025: "Okay...so you have submitted everything online and you are waiting for a hearing date right?"

24. The Landlord reiterated the stress the Tenant's behaviour is causing him and the other tenants. By continuing this behaviour, the Tenant is substantially interfering with the Landlord's lawful right, privilege or interest in maintaining a habitable residential complex for all his tenants.

25. Having considered the uncontested evidence and submissions before me, I am inclined to agree with the Landlord. The substantial text messages show repeated behaviour of uncleanness in common areas and disruption to the other tenants that has been ongoing for months. The other tenants have voiced their grievances to the Landlord to enforce his rights and protect theirs by having the Tenant cease her problematic behaviour that compromises the health and safety of all those in the residential complex as well as their reasonable enjoyment of the common areas. The Tenant has not ceased this conduct, which has led to the Landlord bringing this application. Thus, I am satisfied on the balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment

of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.

26. The issue here, however, is with the remedy claimed by the Landlord. Section 88.1(4) of the Act provides for the Landlord to be paid the reasonable out-of-pocket expenses the Landlord incurred or will incur as a result of the Tenant's substantial interference. In this instance, the Landlord claims \$500.00 in costs as the Tenant's behaviour has affected his work and sleep from all the stress. The Landlord did not submit any receipts for actual expenses incurred from the Tenant's behaviour, nor did he sufficiently explain how the estimated costs from the stress will result in reasonable out-of-pocket expenses. Consequently, the costs the Landlord seeks are too remote in nature and I am not satisfied have been shown to be contemplated under s. 88.1 of the Act. Therefore, the Landlord's claim for compensation regarding substantial interference is dismissed.

It is ordered that:

1. The Tenant shall pay to the Landlord \$500.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$686.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Fotoula Hatzantonis
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.