



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Blauson Assets Management Ltd. v Ghane, 2026 ONLTB 41758

Date: 2026-05-28

File Number: LTB-L-104188-25

In the matter of: 1311, 320 MCCOWAN RD
SCARBOROUGH ON M1J3N2

Between: Blauson Assets Management Ltd. Landlord

And

Arghavan Ghane Tenant

Blauson Assets Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Arghavan Ghane (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.

The Landlord also applied for an order the Tenant 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.

This application was heard by videoconference on March 24, 2026.

The Landlord's Legal Representative Eric Steiman, the Landlord's Agent Ana Melo and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Removal of Tenant from Application

1. At the commencement of the hearing the Tenant raised a preliminary issue regarding Nahid Bahereh Alizadeh being named as a tenant on the Landlord's application before the Board. The Tenant testified that Nahid Bahereh Alizadeh was no longer a tenant and was removed as a tenant pursuant to an addendum to the tenancy agreement signed on January 4, 2021.
2. The Landlord through their Legal Representative and Agent consented to the removal of Nahid Bahereh Alizadeh as a tenant from the application.

L2 Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and Tenant is terminated effective June 30, 2026.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. On November 25, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on November 30, 2025.

Substantial Interference

6. Subsection 64(1) of the *Residential Tenancies Act, 2006* (the Act) states:

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

7. The notice of termination alleges that on February 4, 2025 Wendell Cuff (the 'Tenant's Occupant') left numerous voice messages with the management office containing expletives and insults towards staff, on May 15, 2025 the Tenant's Occupant called the emergency phone line and yelled obscene language toward the Landlord's staff and additionally the Tenant's Occupant was yelling and using obscene language towards the Landlords staff on February 4, April 16, October 18 and October 27, 2025.
8. The Landlord's Agent Ana Melo testified that she is the Senior Property Manager for the Landlord at McCowan Road since July, 2025.
9. She testified that she received copies of voice messages that the Tenant's Occupant left on the voice mail system for office management on February 4, 2025. The Tenant's Occupant left five profanity laced and derogatory voicemails for a staff member Diane in a

span of 25 minutes between 9:33 a.m. and 9:57 a.m. She indicated that she recognized the voice of the individual as the Tenant's Occupant.

10. The Landlord's Agent was unable to provide any evidence with respect to the alleged issues on April 16, 2025 and May 18, 2025 as the occurred prior to the commencement of her employment and she had no supporting documentation or evidence regarding these dates.
11. The Landlord's Agent testified that on October 18, 2025 she received a complaint that the Tenant's Occupant was consistently and aggressively hitting the lobby elevator button and provided video surveillance of the incident. Later that day the Tenant's Occupant entered a storage room without authorization and confronted contractors becoming verbally abusive towards them. The Landlord submitted a video of this interaction. Additionally the Landlord received an email from the contractor regarding the incident and complaining about the occupant.
12. There was an alleged confrontation between the occupant and the building manager on October 27, 2025 and an audio recording was made. However, the audio is not clear with respect to what transpired during that interaction, and the building manager did provide testimony with respect to that alleged event. .
13. The Tenant's Occupant does not dispute leaving the voice messages and that he let his temper get the best of him and that he was frustrated at how the Landlord had addressed issues concerning the Tenant and the Tenant's unit.
14. Based on the evidence before me I am satisfied on a balance of probabilities that the conduct of the Tenant's Occupant, in leaving voice messages on February 4, 2025 and becoming verbally abusive towards contractors October 18, 2025 constitutes substantial interference pursuant to section 64 of the Act.
15. I am not satisfied that the Tenant's Occupant's actions of pushing elevator buttons aggressively on October 18, 2025 constitutes substantial interference. Additionally the audio recording of an alleged interaction between the Tenant's Occupant and the building manager on October 27, 2027 is not clear enough to determine what occurred.
16. The Landlord's Agent further testified that since the service of the N12 Notice the Tenant's Occupant's behaviour continued during the voiding period.
17. On December 9, 2025 the Landlord's maintenance person submitted an incident report to management regarding two incidents that occurred over the weekend involving the Tenant's Occupant. On December 6, 2025 the Tenant's Occupant called and started to yelled and swear at him that a contractor had poisoned him and that the Landlord paid a contractor to spray poison in his unit and it had to be addressed immediately. The following day on December 7, 2025, while that same maintenance staff was painting the lobby, the Tenant's Occupant entered the building and starting yelling and swearing saying the maintenance staff was a bad guy and instructed a contractor to spray poison in his unit. The Tenant's Occupant got in the maintenance staff member's face and continued to yell and scream and verbally assault the maintenance staff. Video surveillance from the lobby of the residential complex captured the incident and was entered as an exhibit to the hearing.

18. The Tenant's Occupant again does not dispute his actions, but claims that a contractor spray pesticides in the Tenant's unit in areas that were not agreed to, including duct work for the HVAC system.
19. The Tenant's Occupant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Act.

Wilful or Negligent Damage

20. The Landlord's N5 notice of termination also alleges the Tenant, someone visiting or someone living with the Tenant has wilfully or negligently damaged the rental unit or residential complex, more particularly damage was caused to an interior and exterior door of the Tenant's rental unit in July, 2025.
21. Subsection 62(1) of the Act. provides:

62(1) a landlord may give a tenant notice of termination of the tenancy 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.

22. To succeed on this claim, the Landlord must establish the following:

- (a) physical damage to the rental unit or the residential complex;
- (b) physical damage that is "undue", meaning not normal wear and tear; and
- (c) physical damage that is willfully or negligently caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex.

23. The Landlord's Agent testified that in July, 2025 the Landlord's staff attended at the Tenant's unit to fulfill a maintenance request and found that the door to the master bedroom and the entrance door to the unit were damaged.

Master Bedroom

24. The Landlord's Agent testified that the metal door frame around the door had become dislocated, and that the door had damage and was cracked and separating. She stated that a contractor had advised her that the dislocation of the frame around the door goes beyond what would be caused by normal wear and tear.
25. The Tenant disputes the damages were caused willfully or negligently. The Tenant's Occupant testified that door would swell and stick in the door frame, due to the numerous coats of paint placed on the door by the Landlord over the years. Additionally the Tenant had made a complaint about the door sticking 8 months prior.
26. The dislocation of the door frame and the cracking and separating of the door supports the Tenant's claim that the damage to the door was caused by the door sticking and requiring

extra force to open or shut. In the circumstance I am not satisfied on a balance of probabilities that the damage to the door was “undue” based on its condition and not caused from normal wear and tear and further that the damage was caused willfully or by negligent use. As such this portion of the Landlord’s application is dismissed.

Exterior Door

27. The damage to the entrance door is to the latching area of the door frame including denting. The Landlord’s agent believes this was caused by someone trying to pry open the door. A photograph was tendered showing the damage to the door frame.
28. Regarding this allegation the prying and denting in the photograph presented by the Landlord is closer to the exterior suggesting it would be caused by someone outside the Tenant’s unit, rather than someone inside the Tenant’s unit. I am not satisfied on a balance of probabilities that the damage to the exterior door frame was caused by the tenant, another occupant of the rental unit or a person whom the tenant permitted in the residential complex. For that reason this portion of the Landlord’s claim is dismissed.

Daily compensation, NSF charges, rent deposit

29. The Tenant was required to pay the Landlord \$5,460.00 in daily compensation for use and occupation of the rental unit for the period from December 24, 2025 to March 24, 2026, less any amounts previously paid.
30. Based on the monthly rent, the daily compensation is \$60.00. This amount is calculated as follows: \$1,824.91 x 12, divided by 365 days.
31. The Landlord incurred costs of \$202.15 for filing the application and is entitled to reimbursement of those costs.
32. The Landlord collected a rent deposit of \$1,824.91 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$54.34 is owing to the Tenant for the period from January 1, 2025 to March 24, 2026.
33. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay

Compensation for damages

34. Included in the Landlord’s application is a claim for compensation in the amount of \$5,574.71 for damage to interior door and door frame. In order for an application for compensation for damages made pursuant to section 89(1) of the Act to succeed, a landlord must establish the following:

- (a) there was property damage to the rental unit or residential complex;
- (b) the damage is “undue” meaning that it is not normal wear and tear and it is not insignificant; and

(c) the damage was a result of wilful or negligent conduct by the Tenant, occupant or guest.

35. In this context, the word “property” refers to the physical objects such as walls, ceilings, floors, appliances and fixtures in a residential complex.
36. If all of these factors are met, then the Board can award the Landlord the reasonable cost of repair, or the replacement if it is not reasonable for the damage to be repaired.
37. As indicated above I am not satisfied that the damage caused to the interior door and door frame was “undue” meaning that it is not normal wear and tear and further that the damage was caused willfully or by negligent use by the Tenant, occupant or guest.
38. The Landlord has not proven that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

Relief from eviction

39. The Landlord seeks termination of the tenancy as the conduct of the Tenant’s Occupant continues and management had received incident reports from staff regarding his harassment and aggressive behaviour towards them including the use of expletives and degrading language on December 17, 18 and March 12, 2026.
40. The Landlord’s Agent described an incident she personally experienced on December 17, 2025, where the Tenant’s Occupant was verbally abusive towards her swearing and calling her names. Video surveillance from the lobby of the residential complex where the incident occurred captured the incident and that video was tendered into evidence at the hearing.
41. The Tenant seeks an opportunity to maintain the tenancy she has resided in the rental unit since December 21, 2018 and does so with her 14 year old daughter and her partner Wendell Cuff (the ‘Tenant’s Occupant’).
42. She suggested a conditional order be imposed that the Tenant’s Occupant not to have any direct contact with the Landlord, their staff or contractors.
43. Having considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the ‘Act’) as well as the Tenant’s Occupant’s conduct during the hearing I am not convinced that he would be able to comply with the conditional order requested. His behaviour, treatment and language towards the Landlord’s staff and contractors is unacceptable. The Tenant and her daughter should be provided an opportunity of some additional time to find alternative housing. I find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) 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 June 30, 2026.

2. 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.
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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$5,460.00, which represents compensation for the use of the unit from December 24, 2025 to March 24, 2026, less any amounts previously paid.
5. The Tenant shall also pay the Landlord compensation of \$60.00 per day for the use of the unit starting March 25, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$202.15 for the cost of filing the application.
7. The Landlord owes \$1,879.25 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 \$3,782.90, less an amounts previously paid.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Sean Ramage
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 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.