



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

File Number: LTB-L-029641-26

In the matter of: 503, 15 TORRESDALE AVE
TORONTO ON M2R3X4

Between: B'NAI BRITH CANADA FAMILY
RESIDENTIAL PROGRAM (TORRESDALE)
INC. Landlord

And

LEELOM NADERI Tenant

B'NAI BRITH CANADA FAMILY RESIDENTIAL PROGRAM (TORRESDALE) INC. (the 'Landlord') applied for an order to terminate the tenancy and evict LEELOM NADERI (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 application was scheduled to be heard by video conference on May 27, 2026. Cameal Johnson attended on behalf of the Landlord and was represented by Geoff Paine. The Tenant was also present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Determinations:

- a. The Landlord gave the Tenant an N5 Notice of Termination alleging that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex had substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- b. The Tenant was in possession of the rental unit on the date the application was filed.
- c. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - The Tenant shall not use parking spots at the residential complex for the storage of items.
 - The Tenant shall only park a registered vehicle in the assigned parking spot, for her rental unit, which is parking spot 27.
 - The Tenant shall ensure that neither, she, her occupants, nor her guests park unregistered and/ or non-operational vehicles in the residential parking spots.
 - The Tenant shall ensure that neither, she, her occupants, nor her guests park vehicles in parking spots in the residential complex that are not assigned to them.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, for the duration of the tenancy, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application. The Tenant shall pay to the Landlord the filing fee through a payment plan, whereby the Tenant will pay the Landlord \$20.00 a month, on or before the 20th of each month, beginning on June 20, 2026, until the costs are paid in full.
4. If the Tenant does not comply with the payment plan set out in paragraph 3, the Tenant will start to owe interest. This will be simple interest calculated from at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Helen Giannini
Hearings Officer, 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.