



Order under Section 69 Residential Tenancies Act, 2006

Citation: TORONTO FURNISHED LIVING INC v BELGRAVE, 2026 ONLTB 43197

Date: 2026-06-02

File Number: LTB-L-023684-26

In the matter of: 7, 96 PEMBROKE ST
TORONTO ON M5A2N8

Between: TORONTO FURNISHED LIVING INC Landlord

And

MARC-ANDRE ROBERT BELGRAVE Tenant

TORONTO FURNISHED LIVING INC (the 'Landlord') applied for an order to terminate the tenancy and evict MARC-ANDRE ROBERT BELGRAVE (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

This application was heard by videoconference on May 20, 2026.

Only the Landlord's Director Mohammed Hasnain Hasan , and the Landlord's Agent David Chau, attended the hearing.

As of 1:30 p.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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenants under s. 83(1) of the Residential Tenancies Act, 2006 (the 'Act'). Therefore, the tenancy between the Landlord and the Tenants will continue subject to the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Landlord's L2 application is based on two N5 notices.
4. On February 23, 2026, the Landlord served the Tenant with a voidable N5 Notice of Termination under section 64 of the Act for substantially interfering with the reasonable enjoyment of the residential complex and/or the Landlord's lawful rights, privileges or interests due to removal of the 2nd floor kitchen security camera, as the kitchen was a common area of the residential complex (N5 notice).
5. The N5 notice of termination stated a termination date of March 15, 2026.
6. Subsection 64(1) of the Act states:

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.

7. Subsection 64(3) states that 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.
8. The Landlord's Director testified that the Tenant did not void the N5 notice.
9. Pursuant to subsection 68(1)(b) of the Act, the Landlord served a second non-voidable N5 Notice of Termination (2nd N5 Notice).
10. Subsection 68(1) of the Act states that a:

A landlord may give a tenant notice of termination of the tenancy if,

- (a) a notice of termination was given to the tenant under section 62, 64 or 67; and
- (b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61 (2) (a).

11. This section entitles the Landlord to serve a non-voidable N5 if there is another incident that occurs more than seven days but less than six months after the Landlord served the first N5 Notice.
12. The 2nd N5 Notice, which was served on March 16, 2026, alleged that the Tenant had interfered with kitchen security camera in the common area on March 12, 2026, as well as stealing garbage bags from the kitchen on March 15, 2026, which substantially

interfered with the reasonable enjoyment of other tenants in the residential complex and the Landlord. The 2nd N5 Notice provided a termination date of March 30, 2026.

13. The Landlord Director testified at the hearing that the Tenant resides in the residential complex which is a furnished rooming house with 9 other tenants, and various common areas, one of which is the second floor kitchen, it is the Landlord's Director's testimony that the reason the Tenant disconnects and removes the camera is that he causes mischief, steals and when questioned about the above he exhibits aggressive tendencies, and is general not a good person and is not allowing the other tenants to reside in a harmonious manner.
14. The Landlord's Director testified that the Tenant has been spoken to multiple times regarding these issues but recommences the same behaviors shortly thereafter, and no change has occurred in the Tenant's aggressive tendencies, which I note were not part of the N5 notices. The Landlord's Director further testified that the Tenant seems to have mental issues as he has contacted City By-law on numerous occasions and has commenced an unfounded T6 application in his opinion.
15. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenant's activities as noted in the 2nd N5 notice has substantially interfered with the reasonable enjoyment of other tenants and the Landlord in the residential complex. I accept the evidence of the Landlord's Director.
16. The Landlord's Director requested a standard order terminating the tenancy between the Landlord and Tenant.
17. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
18. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
19. This order, with specific conditions that are required for the Tenant to comply with to continue their tenancy.
20. The Tenant must choose between keeping their home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.

21. Although this order does not specifically reference all of the uncontested testimony, I have considered all of the evidence presented at the hearing when making my determinations.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The order contains all the reasons for the decisions within the order. No other reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall not remove, disable and or tamper with any security cameras on the residential complex.
3. The Tenant shall not remove and or take any of the Landlord's property from common areas in the residential complex.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 of this order, 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026, at 4.00% annually on the balance outstanding.

June 2, 2026
Date Issued

Panagiotis P. Roupas
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.