



Order under Section 69 Residential Tenancies Act, 2006

Citation: 547622 Ontario Limited c/o Bentall Property Services (Ontario) Ltd. v Barak, 2026
ONLTB 43576

Date: 2026-06-04

File Number: LTB-L-102388-25

In the matter of: 414, 1770 EGLINTON AVE E
Toronto ON M4A2T1

Between: 547622 Ontario Limited c/o Bentall Property Services (Ontario) Ltd. Landlord

And

Mahmood Barak Tenant

547622 Ontario Limited c/o Bentall Property Services (Ontario) Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Mahmood Barak (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 10, 2026.

Only the Landlord's agent, J. Baker, and the Landlord's legal representative, M. Zarnett, attended the hearing. The Landlord's witnesses, P. Sheta, M. Estudillo, and C. Riccio, also attended the hearing.

As of 10:10 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:

1. 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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's agent, J. Baker (JB) is the property manager of the residential complex. There are five buildings in the residential complex, with 685 units in total. The rental unit is in a building of seven storeys, and with 92 rental units. JB works in an office in the building. She said that she personally delivered the notice of hearing to the rental unit under the door on December 10, 2025.
4. The tenancy commenced on September 1, 2025. JB submitted into evidence the lease agreement, which discusses the Landlord's policies with respect to balconies in paragraph #13 of the document. It states that balconies may "not be used for hanging or drying of clothes or for storage." She said that the policy is a result of concerns about things falling from balconies.
5. JB said that the Landlord has received complaints about the Tenant with respect to items falling from the balcony, as well as water dripping down from the balcony.
6. On November 10, 2025, the Landlord mailed the Tenant an N5 notice of termination, that is deemed to have been served on November 15, 2025. It alleges that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant by hanging laundry on his balcony, and also interfered because water and other items have dropped from his balcony onto other residents of the residential complex. The Landlord also alleged that the Tenant slammed his door on an employee on October 8, 2025, when they attended his unit to discuss the complaints.
7. JB said that in addition to the initial complaints leading to the N5 notice of termination, the Landlord received further complaints about the same behaviour in November and December 2025, after the voiding period.
8. JB submitted into evidence letters that were sent to the Tenant in September and October 2025, advising the Tenant that there had been complaints about his behaviour on the balcony and requesting that he stop the behaviour. However, she said that when an employee attempted to speak to the Tenant personally on October 8, 2025, the Tenant slammed the door in their face.
9. The Landlord's witness, M. Estudillo (ME) is the maintenance manager of the residential complex. He testified that he personally witnessed most of the incidents listed in the N5 notice of termination, dates in September and October 2025 when there was laundry hanging on the Tenant's balcony. ME said that he went to the Tenant's door in early Fall of 2025, and the Tenant said that he would comply with the balcony policy, but when ME went a second time the Tenant shut the door on him.
10. The Landlord's witness, C. Riccio (CR), lives in the unit directly below the Tenant on the ground floor. She has a patio space outside her unit. She said that she has suffered from items being thrown from the Tenant's balcony, such as food, garbage, liquids, broken glass. She said that the broken glass was particularly upsetting because both she and her puppy use the patio area. She said that she has also been disturbed by water dripping down on her patio because she cannot use her patio when it happens, and she is never sure when the Tenant is going to be hanging their laundry out on the balcony. She said

that the dripping laundry is very wet, and it drips extensively. She said it also damages her patio furniture. CR testified to personally observing many of the dates in September and October 2025, listed in the N5 notice, when she noted things falling from the Tenant's balcony, or when she observed laundry being hung.

11. CR did not list a specific date in the voiding period when she noted laundry being hung from the Tenant's balcony. However, she said that there was laundry being hung up to five times per week, and water or items fell on her patio, up until the freeze in December 2025. She specifically cited a date in December, that is December 31, 2025, on which she saw ice on her patio, and she went out and observed laundry hanging and dripping from the Tenant's balcony.
12. CR said that she has a lot of anxiety about the coming Spring and Summer because she spends a lot of time on her patio, and she has her pet on the patio. She said that she pays more rent in order to enjoy her patio space that she has enjoyed for the last 25 years.
13. The Landlord requests an eviction order. They submit that the Landlord has an obligation to ensure that there is no substantial interference of the reasonable enjoyment of any of their tenants, and the Tenant has been causing a substantial interference to the reasonable enjoyment of CR and others. They also submit that the Tenant is interfering with the lawful right, privilege or interest of the Landlord by violating the Landlord's policy about balconies. The Landlord submits that a conditional order is not appropriate since the Landlord has attempted to discuss the matter with the Tenant, but he has shut the door in the face of the Landlord's employees. The Tenant also continued the behaviour after receiving an N5 notice of termination, and the Landlord submits that the behaviour would have continued unabated throughout the winter if not for the freezing temperatures.
14. The Landlord said that the Tenant has paid the rent to March 31, 2026, and therefore the Landlord requests per diem compensation commencing from April 1, 2026.

Reasons and Analysis:

15. I find, for the reasons below, that the testimony of the Landlord's witnesses has proved, on a balance of probabilities, that the Tenant violated the Landlord's balcony policy by putting wet laundry on the balcony that drips down onto CR's patio and other people passing by below. The Tenant has also substantially interfered with the reasonable enjoyment of CR and other residents by throwing items from the balcony like food, garbage or even glass objects that have broken and created a dangerous environment for people and pets below the Tenant's balcony.
16. The behaviour of the Tenant has not only disturbed other residents, but it also violates the Landlord's balcony policy. I find that the balcony policy is not unreasonable, as it ensures that no dangerous objects can possibly fall from tenants' balconies onto people passing below, causing injury or other dangers.
17. The witnesses all testified that they personally observed laundry hanging from the Tenant's balcony, and dripping down to the ground below, on numerous dates in September, October, November and December 2025. They said that they observed incidents of things

being hung on the balcony in December 2025, and they all said that the only reason the behaviour has abated a bit during the winter is because of the freezing temperatures. They all testified to observing the Tenant continuing the interfering behaviour after he received the N5 notice of termination.

18. The Tenant's behaviour continued after the N5 notice of termination was served on November 15, 2025. The Landlord's witnesses testified about laundry being hung at least five days a week up until the freeze in December 2025. CR testified that there were incidents in late November and December 2025. There was also a dangerous incident of the Tenant's dripping laundry creating ice on CR's patio in December 2025. Therefore, I find the Tenant did not stop the conduct or activity, nor did he 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 *Residential Tenancies Act, 2006* (Act).
19. The Tenant will be required to pay the Landlord daily compensation for use and occupation of the rental unit for the period from April 1, 2026, until the Tenant vacates the rental unit.
20. Based on the monthly rent, the daily compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$2,600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$28.57 is owing to the Tenant for the period from September 1, 2025 to March 10, 2026.
23. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Section 83 Considerations:

24. As stated above, the Landlord's letters of warning and requests for compliance from the Tenant were ignored. On at least one occasion, the Landlord's attempt to reason with the Tenant and ensure that he complies was met by the Tenant slamming the door in the face of the Landlord's employee. The Tenant continued his behaviour after the N5 notice was served.
25. On the basis of the above, I find that a conditional order would not be successful. The Tenant has shown no inclination to either comply with the Landlord's balcony policy, nor to ensure that he does not interfere with other residents' reasonable enjoyment of their own units. In addition, the Tenant did not attend the hearing to provide any reasons to deny or delay eviction.
26. Consequently, 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.

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 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.
4. The Tenant shall pay to the Landlord compensation of \$85.48 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$2,628.57 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from any amounts owing by the Tenant.
7. Whatever balance is owing by either the Landlord or the Tenant must be paid on or before June 15, 2026. If not paid in full on or before June 15, 2026, the party owing the balance will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Nancy Morris
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 16, 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.