



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

File Number: LTB-L-100681-25

In the matter of: 101 HOLIDAY DR
WOODLAWN ON K0A3M0

Between: Nila Siva Landlord

And

Tatiana Zamachnaia Tenant

Nila Siva (the 'Landlord') applied for an order to terminate the tenancy and evict Tatiana Zamachnaia (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 willfully 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.

Nila Siva (the 'Landlord') also applied for an order requiring Tatiana Zamachnaia (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.

Nila Siva (the 'Landlord') also applied for an order requiring Tatiana Zamachnaia (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 2, 2026 and concluded on June 1, 2026.

The Landlord, the Tenant, and the Tenant's Legal Representative, Arashdeep Grewal, attended the March 2, 2026 hearing. Only the Tenant attended the June 1, 2026 hearing.

As of 10:01 a.m., the Landlord 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.

Determinations:

Preliminary Issues:

Amending the Application:

1. At the March 2, 2026 hearing, the parties clarified that although the Tenant and her company, Ramboff Inc., are listed on the lease, this is a residential tenancy with only one tenant, Tatiana Zamachnaia. Given the parties' submissions, I found it appropriate to amend the application in accordance with Rule 15.4 of the Board's Rules of Procedure to name only Tatiana Zamachnaia as the Tenant. The amendment is appropriately reflected in the style of cause of this order.

Damages Claim:

2. At the March 2, 2026 hearing, the Landlord requested to withdraw the claim for damages for substantial interference as well as for wilful and/or negligent damage, and I granted the request. The application proceeded based on the N5 notice of termination.

Details of N5 Notice of Termination:

3. On November 12, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
 - March 8, 2024 – July 29, 2025: the Tenant repeatedly refused entry to the unit or obstructed repairs to the unit despite being given lawful notices of entry. The Tenant would also lock the gates and harass the Landlord's contractors and inspectors during this period.
 - April 2024 – August 2025: the Tenant sent numerous abusive and defamatory emails, mocked the Landlord's health, accused the Landlord of fraud, and harassed multiple Landlord contractors.
 - May 2024 – April 18, 2025: the Tenant engaged in property damage including staining and warping of the floors due to pet urine and breaking tiles, baseboards, and cabinetry. The Tenant also conducted unauthorized alterations to the unit including to the sink and countertop and did plumbing repairs using electrical tape.
4. The Tenant raised the issue of insufficient details in the N5 notice with respect to specific dates where notice of entry was denied and when harassment of the Landlord was alleged to have occurred. The dates provided were too broad for the Tenant to be able to adequately respond to the allegations. However, the Landlord stated that the Tenant knew what the Landlord's grievances were, and the dates were plainly laid out in the N5 notice.
5. Having heard the parties' submissions, I found there were sufficient details in the N5 notice to proceed with hearing the application. I was satisfied that a plain reading of the notice

would lead a reasonable person to know the substance of the allegations and their corresponding date ranges for a responding party to adequately respond to the application. However, in the interests of efficiency for the proceedings, the Landlord was directed to provide the Tenant with a specific list of dates within the range stated on the N5 notice where they allege the Tenant denied entry to the rental unit and when they allege the harassment of the Landlord occurred. The matter was stood down, and the Landlord provided those dates to the Tenant later on during the March 2, 2026 hearing block.

6. The matter was adjourned for time on March 2, 2026 and continued on June 1, 2026. However, the Landlord did not attend the June 1, 2026 hearing to support their application. As the Landlord was not present to provide evidence and submissions regarding the substance of the allegations in the N5 notice of termination, I find that the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 8, 2026
Date Issued

Fotoula Hatzantonis
Member, Landlord and Tenant Board

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