



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

File Number: LTB-L-097042-25

In the matter of: 64 VINEWOOD CRT
LONDON ON N5Z3C5

Between: LONDON & MIDDLESEX COMMUNITY HOUSING Landlord

And

FIKNET ABDULOV Tenant

LONDON & MIDDLESEX COMMUNITY HOUSING (the 'Landlord') applied for an order to terminate the tenancy and evict FIKNET ABDULOV (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. L1 application.

LONDON & MIDDLESEX COMMUNITY HOUSING (the 'Landlord') applied for an order to terminate the tenancy and evict FIKNET ABDULOV (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. L2 application.

These applications were heard by videoconference on May 27, 2026 at 1:00 pm.

Only the Landlord Representative Kelley O'Donnell attended the hearing.

As of 1:30 pm, 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:

L1 application.

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$972.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.96. This amount is calculated as follows: \$972.00 x 12, divided by 365 days.
5. The Tenant has paid \$821.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$8,272.32.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$204.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$6.83 is owing to the Tenant for the period from January 1, 2025 to May 27, 2026.

L2 application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.

N5 Notice of Termination

Substantial interference

11. On November 6, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - a. On September 30, 2024 and December 9, 2024, the Tenant changed the locks without providing a key to the Landlord resulting in the Landlord incurring a total of \$50.00 in fees;
 - b. On February 25, 2025 the Tenant broke a window causing damages totalling \$483.36;
 - c. On November 1, 2025 and November 2, 2025, the Housing Supervisor, having received several complaints about excessive noise in form of people coming and going, screaming, yelling and loud music from other residents during the preceding week, confronted the Tenant who admitted to the noise stating they could be as loud as they wanted prior to midnight and denied having excessive traffic in and out of their unit.

12. The N5 notice also indicated that the Tenant could void the notice by ceasing the activity and paying the Landlord \$719.36 for the costs incurred, less have the tenancy terminated effective November 27, 2025.
13. The Landlord Agent Brad Stokkermans in their capacity as the Housing Supervisor attested to the allegations in the N5 Notice. They also attested to receiving several complaints after serving the notice and that the Tenant failed to pay the costs incurred.
14. The Landlord Representative then entered in evidence copies of the complaints and an estimate for the window repairs. However given the Landlord failed to claim the amount sought on the application, I will not be considering it as part of the remedies sought.
15. Accordingly, based on the above testimony the Tenant did not stop the conduct or activity correct the omission within seven days after receiving the N5 notice of termination. Specifically, they failed to cease making noise resulting in complaints or paying the costs incurred.
16. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Relief from eviction

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. Specifically, given the amount of arrears owing, the fact the Tenant did not appear nor based on the above testimony and evidence, failed to void the N5 Notice or cease the activities that precipitated it, I am satisfied to grant relief would prejudice the Landlord.

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 20, 2026.
2. If the unit is not vacated on or before June 20, 2026, then starting June 21, 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 21, 2026.
4. The Tenant owes the Landlord \$8,272.32 in rent arrears up to May 31, 2026
5. The Tenant shall also pay the Landlord compensation of \$31.96 per day for the use of the unit starting May 28, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

7. The Landlord owes \$210.83 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 owes the Landlord is \$8,247.49.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Kelly Delaney
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 expires on December 21, 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.