



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

File Number: LTB-L-012854-26

In the matter of: 3809, 17 BATHURST ST
TORONTO ON M5V0N1

Between: Jing Fu Landlord

And

MD SHAQUIB-UR RAHMAN (also known as Tenant
SHAQ RAHMAN, SHAQUIB RAHMAN, AND
SHAQUI-UR RAHMAN)

Jing Fu (the 'Landlord') applied for an order to terminate the tenancy and evict MD SHAQUIB-UR RAHMAN (also known as SHAQ RAHMAN, SHAQUIB RAHMAN, AND SHAQUI-UR RAHMAN) (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.

Jing Fu (the 'Landlord') also applied for an order requiring MD SHAQUIB-UR RAHMAN (also known as SHAQ RAHMAN, SHAQUIB RAHMAN, AND SHAQUI-UR RAHMAN) (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 May 27, 2026.

Only the Landlord's Legal Representative, Wei-Liang Allen Cheng, attended the hearing.

As of 10:11 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 the claim for compensation in the application. Therefore, the Tenant shall pay the Landlord \$672.46.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on May 25, 2026.

Compensation for Substantial Interference:

4. The N5 notice was served on the Tenant in relation to an incident on September 7, 2025. A guest of the Tenant aggressively pressed multiple elevator buttons, including the emergency button, the guest was also intoxicated and used offensive language in the common area of the residential complex. Building security contacted the Tenant about their guest's behaviour, and the Tenant subsequently called his guest to have him leave and apologized to security for his guest's behaviour. The security report was submitted as evidence.
5. The Landlord's Legal Representative testified the Landlord for unit 3809 received a letter of warning on October 20, 2025 from the condo corporation about the Tenant and the Tenant's guest, and the condo corporation charged the Landlord \$672.46 for the cost of the letter of warning sent by the lawyers for the condo corporation. The Landlord submitted into evidence a copy of the letter of warning and the legal bill from the condo corporation .
6. The Landlord testified that the Tenant was sent a letter on Jan 21, 2026 about the chargeback for the \$672.46 as it was in relation their guest's actions. The Tenant refused to pay.
7. I am satisfied that the Landlord has established on a balance of probabilities that the Tenant and their guest substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
8. The Landlord has incurred reasonable out-of-pocket expenses of \$672.46. These expenses are a result of the substantial interference.

Daily Compensation and Rent Deposit:

9. The Landlord requested daily compensation, but none was owing as of the hearing date.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,180.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$42.14 is owing to the Tenant for the period from June 24, 2025 to May 25, 2026.
12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 25, 2026.
2. The Tenant shall pay to the Landlord \$672.46, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,222.14 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.
5. The total amount the Landlord must pay the Tenant is \$1,363.68.
6. If the Landlord does not pay the Tenant the full amount owing on or before June 20, 2026, the Landlord 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

Allana McComb
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.