



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

File Number: LTB-L-012236-25

In the matter of: 239 MURRAY ROSS PKY
NORTH YORK ON M3J0G4

Between: Linchun Yang Landlord

And

DONALD ANAYO UMUNAKWE Tenant

Linchun Yang (the 'Landlord') applied for an order to terminate the tenancy and evict DONALD ANAYO UMUNAKWE (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 November 4, 2025.

The Landlord and the Tenant attended the hearing. Alex Barsukov testified as a Landlord witness.

On December 14 & 15, 2025 and May 5, 2026, the Landlord forwarded to the Board unsolicited post-hearing submissions. To ensure procedural fairness, those submissions were not considered for this order. However, I have considered all of the evidence presented at the hearing and all of the oral testimony. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

Preliminary Issue: Service of N5 Notice

1. At the hearing, the Tenant stated that he was not served with the first N5 notice of termination. The Landlord maintained that he personally handed the document to the Tenant on November 17, 2025. After he witnessed the Tenant throw the N5 notice on the ground, the Landlord then slid the notice under the unit door later that day. Alex Barsukov ('AB'), another tenant in the residential complex, testified that he personally saw the

Landlord give the N5 notice to the Tenant that day. The Tenant, however, denies the document was received under his door.

2. As the Tenant did not dispute that the Landlord originally handed him the N5 notice on November 17, 2025, and the Landlord's supporting witness confirmed he saw the Landlord give the Tenant the notice, I am satisfied on the balance of probabilities that the Tenant was served with the first N5 notice on November 17, 2025. The application therefore proceeded to a full merits hearing.

L2 Application:

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated, and the Tenant must vacate the unit on or before June 28, 2026.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The residential complex is described as a three-story, semi-detached rooming house that houses eight tenants. The rental unit is one of three bedrooms located on the second floor of the house.
6. On November 17, 2024, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served that same day. The notice alleges that the Tenant verbally and physically assaulted at least two other tenants in the residential complex in February, September, and November of 2024.
7. I acknowledge it would be prejudicial to a tenant if the allegations in a first N5 Notice were without any foundation and made simply for the purpose of allowing a landlord to serve a second, non-voidable notice pursuant to section 68(1) of the *Residential Tenancies Act, 2006* ('Act'); however, based on the allegations and testimony of AB, the Landlord, and the Tenant regarding the events that occurred in November 2024, I am satisfied that this was not the case in the matter before me. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.
8. On January 12, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served that same day. The notice of termination alleges that on January 5, 2025, the Tenant physically blocked the path of another tenant, 'Kasra', and verbally threatened to beat him if he did not do as the Tenant told him. The notice also references a prior police report where the Tenant was warned about his behaviour.
9. When asked if Kasra was available to testify at the hearing, the Landlord replied that Kasra was too scared of the Tenant to testify. Instead, the Landlord testified that Kasra called him on January 5, 2026 and said that the Tenant had blocked his path when he was trying to leave the kitchen on the main floor. The Tenant then threatened to beat him up if he did not clean the kitchen the way the Tenant wanted him to. Kasra had told the Tenant that his standard of cleanliness for the kitchen was too particular, and Kasra had cleaned the kitchen well enough. The Landlord instructed Kasra to call the police who then attended the unit and issued a warning to the Tenant. The Landlord submitted a text he received from Kasra on January 7, 2025 reiterating his fear of the Tenant and that the Tenant had threatened him two days prior. Kasra's sister, 'Ava', lives with Kasra at the residential

complex, and the Landlord also submitted a message he received from her on January 5, 2025 confirming that police attended the residential complex that day, issued a warning to the Tenant, and provided a police report number for reference.

10. The Tenant testified that all issues he has with the other tenants stem from arguments over cleaning the communal kitchen. The Tenant spends his own time and money to purchase cleaning products and tries to keep the kitchen clean. The Tenant has also placed notices up in the kitchen asking the other tenants to keep the room clean. The Tenant did not dispute telling Kasra to keep the kitchen clean on January 5, 2025. The Tenant had just finished cleaning the kitchen that day when Kasra came in and washed his dish, splattering water on the counter and the floor. The Tenant told Kasra to clean it up, but Kasra refused. The Tenant does not dispute that Ava came down to the main floor and told Kasra to call the police, or that the police attended the residential complex that day.
11. The Tenant maintained he does not bully anyone in the residence, and if his confrontations with the other tenants were so heated and problematic, then he would have been arrested.
12. Having considered the parties' evidence and submissions, I am satisfied on the balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. Given Kasra's texts to the Landlord, and AB's testimony regarding ongoing conflicts between the Tenant and other tenants in the residential complex, I accept that Kasra was too afraid of the Tenant to testify at the hearing, and this is taken into account with respect to the hearsay evidence submitted by the Landlord. I make this finding also on the basis that the parties do not dispute that a verbal confrontation happened on January 5, 2025 over the cleanliness of the kitchen.
13. It is not clear why the Tenant has taken it upon themselves to police the cleanliness of the kitchen and unilaterally impose his own cleanliness standards for the common areas over the other tenants in the residential complex. If the Tenant was dissatisfied with the way his co-tenants cleaned up after themselves, the Tenant could have complained to the Landlord. Though the Tenant testified that he and the Landlord do not have a good relationship and any complaints would therefore not be adequately addressed, that, again, does not mean the Tenant can impose his own set of cleaning standards on the other tenants. The Tenant could have also brought his own application to the Board regarding this issue, if he felt the Landlord's response was inadequate. Consequently, I find that the Tenant's behaviour on January 5, 2025 substantially interfered with another tenant's reasonable enjoyment of the residential complex.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from Eviction:

16. 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.

Mandatory Denial of Eviction Considerations:

17. Subsection 83(3) of the Act states:

Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

- (a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement;
- (b) the reason for the application being brought is that the tenant has complained to a governmental authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards;
- (c) the reason for the application being brought is that the tenant has attempted to secure or enforce his or her legal rights;
- (d) the reason for the application being brought is that the tenant is a member of a tenants' association or is attempting to organize such an association; or
- (e) the reason for the application being brought is that the rental unit is occupied by children and the occupation by the children does not constitute overcrowding. 2006, c. 17, s. 83 (3).

18. The Tenant testified that the Landlord will often come by the residential complex, for example on July 24, 2025, without lawful notice to him or the other tenants. The Tenant argued that the Landlord brought the application against the Tenant after he was confronted about this issue by the Tenant and at least two other tenants.
19. The Landlord testified that prior to AB moving into the residential complex, he kept AB's room for himself. The Landlord would store his tools there to perform maintenance on the property. The Landlord attended the residential complex on July 24, 2025 to fix the washing machine after AB made a maintenance request, which was confirmed by AB at the hearing. The Landlord did not give notice to any of the other tenants as he was not entering their units specifically but confined his entry to the common areas. The Landlord reiterated that he does not attend the residential complex unless there is a maintenance issue or a tenant request.
20. The Tenant also emphasized the Landlord's dislike of him and prior attempts to evict him from the unit, including through a separate L1 application for the non-payment of rent that was ultimately withdrawn at the hearing on January 18, 2023. The Landlord maintained that the application was withdrawn due to a lack of ability to produce the necessary payment records and was not brought for any improper or malicious purpose.
21. Based on the evidence and submissions before me, I am not satisfied that eviction must be denied as it amounts to retaliatory actions under section 83(3)(c) of the Act. To be successful under this section, the Tenant must show the application was brought because of a prohibited reason. While the Landlord may have attended the residential complex without prior lawful notice to all the tenants, the example provided was from five months after the L2 application was filed. The Tenant did not provide any other specific instances of alleged unlawful entries, nor an approximate date when he and the other tenants were

said to have confronted the Landlord about the issue, for comparison to when the application was filed.

22. With respect to the prior L1 application and this L2 application, the Landlord is within his rights to bring an application regarding his rights under the Act. The Tenant's allegation of retaliation essentially comes down to his word against the Landlord's. As the tenant raised the allegation, the burden of proof lies with him to show on a balance of probabilities that the Landlord filed the application in retaliation for the Tenant trying to enforce his rights. The Tenant did not provide any additional supporting evidence to show any impropriety in bringing either application; without such evidence, I am not satisfied the Tenant met the evidentiary burden. Consequently, I am not satisfied the Tenant trying to enforce his rights was the primary reason the Landlord brought the application.

Other Considerations Regarding Eviction:

23. The Tenant has lived in the rental unit since 2016 and currently lives there with his wife. The Tenant expressed his desire to remain in the unit since his place of work is close by as is the educational institution his wife attends.
24. The Tenant reiterated that if his behaviour was so detrimental, then he would have been arrested by now.
25. The Landlord seeks to terminate the tenancy and evict the Tenant due to the Tenant's ongoing disruptive and aggressive behaviour that he testified has caused three previous tenants to terminate their tenancies. The police have been called to the residential complex on multiple occasions, which the Tenant does not deny, yet the Tenant's behaviour continues. AB's testimony supported the Landlord's position and depicted the Tenant threatening and shoving him on November 17, 2025 for which the police were called. AB further testified that the Tenant continues to bully him and the other tenants since the application was filed, all in relation to the cleanliness of the common areas and not doing as the Tenant demands. As a result, there is constant tension in the house, and the other tenants are left anxiously wondering when the next incident will occur. The Landlord therefore does not believe the Tenant will abide by any conditional order which would only result in further prejudice to the other tenants and their ability to reasonably enjoy the residential complex as well as the Landlord's interests in retaining tenants.
26. Having considered the parties' evidence and submissions, I agree with the Landlord. The Tenant did not dispute his frequent confrontations with other tenants in the residential complex and made no mention of any intention to cease the behaviour or work with the Landlord towards a solution. Furthermore, the Board does not require that the Tenant be arrested for his behaviour to show that it substantially interferes with either the Landlord or other Tenants in the residential complex. By the Tenant unilaterally imposing one's own standard of cleanliness, threatening, and also blocking other tenants when trying to disengage in a confrontation, it is reasonable for the other tenants to be anxious and worried about possible interactions with the Tenant in the future. Consequently, I 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 28, 2026.
2. If the unit is not vacated on or before June 28, 2026, then starting June 29, 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 29, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Fotoula Hatzantonis
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 29, 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.