



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

File Number: LTB-L-010083-26

In the matter of: 11 MORTON AVE
SHARON ON L0G1V0

Between: Benjamin Jamialahmadi Landlord

And

Tonya-Lynn Marge Whitney Tenants
Andrew Michael Fuller

Benjamin Jamialahmadi (the 'Landlord') applied for an order to terminate the tenancy and evict Tonya-Lynn Marge Whitney and Andrew Michael Fuller (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex have seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have wilfully caused undue damage to the premises.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the building have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlord also applied for an order requiring the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on June 16, 2026.

The Landlord and the first named Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 5, 2026, the Landlord gave the Tenants an N7 notice of termination by placing a copy of said notice under the door of the rental unit. The notice of termination contains the following allegations: the Tenants have impaired the safety of another individual or themselves, the Tenants have wilfully damaged the rental unit, the Tenants have used the rental unit in a manner inconsistent with residential use, and the Tenants have substantially interfered with the reasonable enjoyment of the Landlord, and the Landlord resides in the rental property.
4. The Landlord testified that on August 14, 2025, at approximately 4:00 a.m., the Tenants were causing and/or creating excessive noise disturbances by way of yelling and screaming inside of the rental unit. The police were contacted by the Landlord. No charges were laid.
5. The Landlord testified that on August 20, 2025, the first named Tenant gave birth in the shower. The Landlord also argued that this action caused damage to the shower and plumbing within the rental unit. The Landlord's logic was that prior to this incident the property had no problems, and after this incident the plumbing in the property required repairs, including a leaking shower drain. The Landlord did not have any evidence to show that the incident that occurred on August 20, 2025, caused or created any damage to the shower or otherwise.
6. The Landlord testified that on August 24, 2025, a random lady was trying to climb into the basement apartment by prying and climbing through a window. The tenant residing in the upper level of the home saw this person and contacted the police department because they did not know who they were and why they were trying to climb into the window of the basement unit. The Landlord confirmed that the Tenant named in this application was not home at the time of the person trying to climb into their unit, but the Landlord assumed that the Tenant invited the person because he had seen this person at the unit in the past.
7. The Landlord testified that on September 3, 2025, the Landlord received notification from another tenant residing in the upper level that they were not happy with the living arrangements and would be providing notice to terminate their tenancy if nothing were done to resolve the issues they were having.
8. The Landlord also testified that despite moving out of the rental unit in April 2026, due to financial circumstances. The Landlord did reside in the unit and was disturbed by the Tenant's actions prior to his move from the rental property.

9. The Tenant did not dispute causing excessive noise on August 14, 2025, and attributed the noise to an argument that she had with her partner at the time. The Tenant acknowledged the problem and argued that this was an isolated incident that has not reoccurred since.
10. The Tenant did not dispute that she gave birth in the shower of the rental unit. This was not the Tenant's intent, but she had no option due to going into unexpected labor and having the ambulance show up after the fact. The Tenant testified that she did not observe any damage to the rental unit and cleaned up after the incident. The Tenant testified that it was not her intent to give birth in the bathroom shower, and it occurred under emergency circumstances.
11. The Tenant disputed inviting anyone to her rental unit on August 24, 2025, specifically by way of climbing through her window. The Tenant was unaware of why the person came to her rental unit and maintained that this person was not an invited guest of the Tenant.
12. The Tenant was unaware of the other tenant's complaints or concerns as described to the Landlord on September 3, 2025.
13. The Tenant did not believe that she had impaired anyone's safety, nor did she believe that she had wilfully damaged the rental unit or used the unit in a manner that is inconsistent with residential use. The Tenant also argued that the noise disturbance was an isolated issue and has not occurred or repeated since. The Tenant wanted to remain in the unit and continue the tenancy.
14. Based on the evidence, I am satisfied that the Tenant caused a noise disturbance on August 14, 2025. I am also satisfied that this was an isolated issue and that there have been no additional incidents since this time. I do not find it appropriate to grant termination of the tenancy for an incident of this nature, nor do I find the isolated incident to substantially interfere with the Landlord's reasonable enjoyment.
15. I am also not satisfied that the Tenant impaired the safety of themselves or anyone else based on the evidence and pleadings of the notice of termination. I am also not satisfied that the Tenant used the rental unit in a manner which was inconsistent with residential use, nor am I satisfied that the Tenant caused any willful damage or otherwise. Therefore, the Landlord's application must be dismissed.

It is ordered that:

1. The application is dismissed.

June 30, 2026
Date Issued

Ilan Shingait
Member, Landlord and Tenant Board

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