



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

**File Number:** LTB-L-024054-26

**In the matter of:** Main Flr and 2nd Flr, 3 SCARLETT DR  
BRAMPTON ON L6Y3S9

**Between:** Manmohan Singh Khroud Landlord

**And**

Samy El Khazendar Tenant

Manmohan Singh Khroud (the 'Landlord') applied for an order to terminate the tenancy and evict Samy El Khazendar (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.

Manmohan Singh Khroud (the 'Landlord') also applied for an order requiring Samy El Khazendar (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 June 23, 2026.

The Landlord, the Landlord's Representative Dalbir Singh Kelley, the Tenant and the Tenant's Representative Naseer Ahmed attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

The parties acknowledge that the purpose of this order is to facilitate lawful access and avoid future disputes concerning entry into the rental unit.

### **On consent of the parties, it is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. The Tenant shall provide the Landlord with all keys to the rental unit, including any additional or replacement keys, within 24 hours of this order.
3. The parties agree that notices of entry may be served upon the Tenant by e-mail to [samyramadan99@hotmail.com](mailto:samyramadan99@hotmail.com), and service shall be deemed effective upon transmission.
4. The Tenant shall permit entry to the rental unit upon not less than 24 hours written notice in accordance with the *Residential Tenancies Act, 2006* (the 'Act'), for the purposes of inspection, repair, maintenance, appraisal, photography, marketing, showings, staging, and other lawful property management purposes.
5. The Tenant shall not obstruct, delay, or interfere with the Landlord, contractors, inspectors, agents, photographers, appraisers, perspective purchasers, or other persons lawfully attending the property pursuant to a valid notice of entry.
6. The Tenant shall cooperate with reasonable room-by-room access where necessary to permit inspections, repairs, maintenance, carpet removal, wood flooring replacement, painting, remediation work, or other lawful work within the rental unit.
7. The Landlord shall provide reasonable assistance, if requested, in moving furniture, belongings, and personal property where such movement is reasonably necessary to facilitate lawful inspections, repairs, maintenance or construction activities.
8. The Tenant shall maintain the occupied portions of the rental unit in a reasonably clean and orderly condition to permit lawful access, inspections, photography, staging and showings.
9. The Tenant may remain in possession of the rental unit well inspections, repairs, maintenance, staging, photography, and showings occur, unless the parties otherwise agree in writing.
10. In the event the Landlord seeks to undertake work that would reasonably require temporary relocation of the Tenant from any portion of the rental unit due to health, safety, or construction concerns, the parties first shall discuss reasonable accommodation arrangements in good faith, including any temporary use of the basement area or any appropriate rent adjustment. Nothing in this paragraph obligates the Tenant to relocate absent further agreement or order, however the Tenant must act reasonably.
11. If the Tenant fails to comply with the conditions set out in this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

**June 30, 2026**

**Date Issued**

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Brenda Mercer

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.