



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005216-26

In the matter of: 3, 170 ISLINGTON AVE
ETOBICOKE ON M8V 3B6

Between: Neighbours Community Homes Landlord

and

Roland Sarkozi Tenant

Neighbours Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Roland Sarkozi (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.

This application was heard by videoconference on April 29, 2026.

Only the Landlord's agent, Mandy Nyarko, and the Landlord's witness, Keron Holness attended the hearing.

As of 10:32 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.

N5 Notice of Termination - Substantial interference

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On December 19, 2025, the Landlord gave the Tenant a voidable N5 notice with a termination date of January 12, 2026. The notice of termination contains the following allegations:
 - The Tenant was not residing in the rental unit and allowed unauthorized individuals to occupy the unit;
 - The Landlord encountered individuals other than the Tenant in the rental unit during various attendants at the rental property; and
 - The Tenant's conduct prevented the Landlord from carrying out inspections, maintenance and pest control related work.
4. The Landlord relied on the testimony of Kieran Holness, a supportive housing worker employed by the Landlord. Ms. Holness testified that:
 - on August 12, 2025, Ms. Holness attended the rental unit with a cleaner to prepare the unit for bedbug treatment after the Tenant reported a bed bug infestation. The Tenant indicated that he will not be present and that another individual would permit the entry. Ms. Holness stated that no access was provided and the cleaning could not be completed. I inquired whether the Landlord served a valid notice of entry. Ms. Holness stated that the Landlord did not have a key to enter the unit.
 - on September 3, 2025, Ms. Holness attended the rental unit to change the lock. She stated that another individual who identified himself as the Tenant's cousin was present during the lock change.
 - on November 17, 2025, Ms. Holness attended the rental unit to inspect a reported window damage. Ms. Holness testified that after the inspection she observed a female attempting to enter the unit through a broken window and the woman stated that she was trying to get into her unit.
 - on December 4, 2025, Ms. Holness testified that an individual other than the Tenant answered the door, and he indicated to her that he resided in the unit.

Analysis and Findings

5. The N5 Notice was served by the Landlord under subsection 64(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Subsection 64(3) provides that the N5 Notice is voided if the Tenant does not engage in any further conduct of the type described in the N5 Notice during the 7 day period after the N5 Notice was given to the Tenant. In this case, that 7-day voiding period was December 20 to 26, 2025.
6. The Landlord bears the burden of proving, on the balance of probabilities, that the conduct alleged in the N5 notice was not corrected, or reoccurred, during the seven day voiding period. Here, the Landlord did not lead any evidence of further conduct of the type described in the first N5 Notice during the voiding period. As such, I find the first N5 Notice was voided and therefore the allegations noted within that notice cannot be considered for the determination as it relates to substantial interference.

7. Even if the Tenant did not void, I find that the Landlord's evidence primarily concerns observations that the individuals other than the Tenant were present in the rental unit on several occasions. However, the presence of guests or occupants in that rental unit does not, by itself, established substantial interference with the lawful rights, privilege, or interest of the Landlord.
8. With respect to the remaining issues, the Landlord's evidence was that on August 12, 2025, the Landlord did not enter the unit because the Landlord did not have a key. There was no evidence that anyone actively refused entry or prevented the Landlord from exercising a lawful right of entry. On September 3, 2025, the Landlord changed the locks. The Landlord presented no evidence of interference with the Landlord's rights on that occasion.
9. During the hearing, the Landlord acknowledged that the concerns regarding the unauthorized occupants were primarily basis for the application. The Landlord's agent indicated that a separate A2 application had been filed respecting those allegations.
10. For all the given reasons above, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 24, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenant Board

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