



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

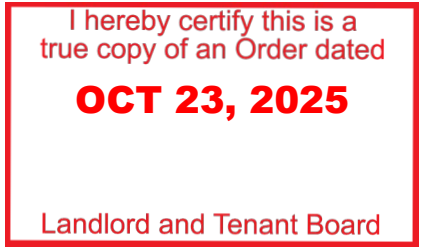
Citation: Brhane v KAARTO, 2025 ONLTB 80638

Date: 2025-10-23

File Number: LTB-L-045327-25

In the matter of: 610 WOODWARD AVE
HAMILTON ON L8H6P1

Between: Marta Brhane
Teklesenbet Woldegergish



Landlords

And

Cassidy Kaarto
James Kirk

Tenants

Marta Brhane and Teklesenbet Woldegergish (the 'Landlords') applied for an order to terminate the tenancy and evict CASSIDY KAARTO and JAMES KIRK (the 'Tenants') 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 Tenant, or someone living with you has committed an illegal act or is carrying on an illegal business at the residential complex (other than an illegal act or business described in Reason 1);
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on October 8, 2025.

The Landlord's Legal Representative, Vinoth Kumar Radhakrishnan, the Landlords and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, given the remedial intent of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act") , the tenancy

between the Landlords and the Tenants continues if the Tenants meet the conditions set out below in this order.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On May 3, 2025, the Landlords gave the Tenants an N5 notice of termination deemed served on the same date with a termination date of May 31, 2025. The notice of termination contains the following allegations: “ 1) The actions of Tenant, James Kirk are substantially interfering with Landlord’s lawful rights when he attended the rental unit for inspection. Landlord do not feel safe due to his actions described below and 2) James Kirk’s actions are illegal acts and 3) James Kirk’s behaviour has seriously impaired the safety of another person or persons, and this occurred in the residential complex.” The Landlords also gave the Tenants an N6 notice of termination and an N7 notice of termination with the same Schedule A which was attached to the N5 notice.

Evidence of Teklesenbat Woldegergish (TW)

4. TW testified that he immigrated to Canada from Eritrea in December of 2016 and that he purchased this house very recently. He stated that he rented the house out to the Tenants who have four daughters and that they were to start residing in the rental unit on February 1, 2025. TW testified that the Tenants paid first and last month’s rent and signed a lease with the Landlord in late January of 2025.
5. TW testified that he rented the ground floor of the house to the Tenants and showed me a copy of his lease that stated “house ground floor” in the detail section to describe the rental unit. TW testified that the Tenants had been accessing the basement and he felt that they had no right to access the basement. TW stated that he was considering renting out the basement to another tenant.
6. TW testified that he attended at the rental unit on April 26, 2025 at 2 p.m., after giving proper notice to the Tenants to complete an inspection and to do some work in the basement of the rental unit. TW testified that he went downstairs first to do some repairs as water had been entering into the basement.
7. TW testified that while he was completing some work in the basement, the Tenants believed that he was locking the basement doors so that the Tenants would not able to have access to the basement. The Tenant, James Kirk began threatening him and harassing him and saying things like “I am going to destroy fucking everything, I am gonna cause you a lot of money bro, get the fuck off the property, I am going to change the locks, your are gonna regret it, house is ours and he’s an absolute fucking retard.” TW further testified that the Tenant, Cassidy Kaarto also yelled at him questioning the nature and legitimacy of the inspection process. TW testified that Ms. Kaarto would not allow him to lock the basement door.
8. TW brought my attention to Document ID-5734093 which was a video of the April 26, 2025 interaction between the Landlord and the Tenants. The video was watched in its entirety.
9. TW testified that after he was yelled at and threatened by the Tenants, he just left the rental unit and stopped his inspection as he was frightened and distressed.

10. TW stated that after that altercation, he does not feel safe attending at the rental unit. He stated that he is working two jobs, he is exhausted and does not want to attend the rental property again. TW testified that he is very fearful of attending the rental unit again.

Evidence of Marta Brhane (MB)

11. MB testified that she is married to TW and together they have two very young children, one 2 -year-old toddler and one 8-week-old baby. MB stated that she too is afraid to attend at the rental house based on what happened on April 26, 2025. She stated that she has been under so much stress that her doctor told her that she had to have a c-section as the baby was struggling because of her stress. MB stated that she continues to be under great stress because of the issues that they are dealing with their Tenants.

Evidence of Cassidy Kaarto (CK)

12. CK testified that she and her husband and their four daughters reside in the house and that they rented this house with a basement as they needed the extra room for their large family. She stated that she and her family lived in a shelter for a year prior to moving into this house. CK stated that she and her family require all of the room that they can get and were very happy about having a basement.
13. CK testified that she agreed that the comments stated and yelled by her husband were inappropriate and were threatening to the Landlord. CK stated that her husband has issues with his temper and they are working on that together. CK stated that both she and her husband have been under so much stress regarding the basement issue, that they were both very agitated and distressed about the inspection on April 26, 2025. CK explained that her copy of the lease states that she and her family rent the whole house.
14. CK brought my attention to DOC-6517137 which was a copy of her lease which showed that the "house" was rented under the detail section of the lease. Her copy of the lease did not have "house ground floor" but only "house". CK testified that the Landlord altered his lease to include "ground floor" after he decided that he wanted to rent out the basement. CK then pointed me to DOC-6098884 which was a police report about an occurrence at the rental unit on March 29, 2025. This police report stated that when officers arrived at the rental unit, both the Landlord and the Tenant "presented copies of the lease. Woldegergish's copy had been visibly altered to include the phrase **ground level** before the word **house** which was not present in the original lease provided by Cassidy. Woldegergish admitted to altering the lease."
15. CK testified that the Landlord continued to enter the basement after the police incident on March 29, 2025 and that she and her husband were extremely distressed and did not feel safe. She also stated that she did not understand what the Landlord intended to inspect on April 26, 2025.
16. CK testified that on April 26, 2025, the Landlord appeared to be trying to lock the basement doors so that she and her family could not access the basement. She maintains that she rented the whole house including the basement.

17. CK did state that what was said to the Landlord on April 26, 2025 was completely inappropriate and she understands that it was harassing behaviour. CK testified that this type of behaviour would not happen again.
18. CK testified that the Landlord knows that he rented the whole house to herself and her family and even after admitting that he altered the lease in front of the police, the Landlord continues to enter the basement. CK stated that the Landlord maintains that the Tenants do not have use of the basement and she rented the whole house.
19. CK testified that she has been under a lot of stress because of the basement issue and that she has just been diagnosed with cervical cancer.

Analysis

20. Section 64 of the *Residential Tenancies Act, 2006* (the "Act") states that: A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant."
21. In *Antrim Truck Centre Ltd. V. Ontario (Transportation)*, 2011 ONCA 419 (CanII), "the courts have repeatedly held that some of the factors that must be considered include the gravity of the interference, the character of the neighbourhood, the nature/utility of the Tenant's conduct and the sensitivity of the complainants". Further the Court stated that "the requirement that the interference be substantial is a threshold aspect of the test. At this stage of the analysis, the court will exclude claims that disclose no actual interference as well as those in which the interference alleged is so trifling as to amount to no interference at all."
22. The video of the April 26, 2025 inspection clearly showed the Tenant's volatility, his words were threatening and the Landlord showed that he was fearful. At the commencement of the hearing, I advised the parties that I would be reserving my decision on whether or not this one date could be considered substantial interference until I viewed the video. Normally substantial interference requires multiple dates and behaviour over time but one date can be considered substantial interference if the conduct is of a serious nature and the interference to the other party is considerable. After viewing the video of that date, I conclude that this one instance satisfies the parameters set out in *Antrim Truck Centre Ltd. V. Ontario*.
23. The Landlord, TW testified in a straightforward manner at the hearing regarding what happened on April 26, 2025 which was the date of the inspection. The Landlord described his emotions clearly and the video confirmed his testimony. I believe that the Landlord felt harassed and threatened by the Tenant's comments and actions on that day.
24. The Tenant, CK also testified in a straightforward manner at the hearing and she acknowledged that her husband's words were threatening and harassing toward the Landlord. She acknowledged that this was a serious issue and that it would not ever occur again.

25. Based on the evidence and submissions before me, and on a balance of probabilities, I find that the Tenant's behaviour and conduct has caused substantial interference to the Landlord by his harassing behaviour which prevented the Landlord from meeting its obligations to maintain the rental unit.

Relief from Eviction

26. 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 not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy may be saved. Based on the evidence that I heard from both parties, I am satisfied that these Tenants should be afforded an opportunity to preserve their tenancy and that a conditional order would be appropriate.

27. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenants fail to comply with the conditions as contained in this order.

28. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord's application for eviction of the Tenants is denied as long as the Tenants meet the conditions set out below:
 - a) The Tenants shall not engage in the same behaviours as set out in the N5 notice of termination dated May 3, 2025 for a period of 12 months commencing October 23, 2025. These behaviours include aggressive statements to the Landlords, intimidation and harassment to the Landlords and include the following: "Come mother fucker...come, I am gonna destroy fucking everything, I am gonna cause you a lot of money bro, be fucking stupid and understand, get the fuck off the property, I am gonna change the locks, you are gonna regret it, house is ours and he's an absolute fucking retard."
2. If the Tenants fail to comply with any of the conditions in accordance with paragraph 1, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 1 of this order.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.

4. If the Tenants do not pay the Landlord the full amount owing on or before November 3, 2025, the Tenants will start to owe interest. This will be simple interest calculated from November 4, 2025 at 4.00% annually on the balance outstanding.

October 23, 2025
Date Issued

Carrie Bertrand

Carrie Bertrand
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.