



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-019107-25

In the matter of: 204, 16 STEVEN STREET
HAMILTON ON L8L5N3

Between: Sacajawea Non-Profit Housing Inc.

Landlord

And

FAYE LAFORME
JUSTIN LAFORME

Tenants

Sacajawea Non-Profit Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict FAYE LAFORME and JUSTIN LAFORME (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants

This application was heard by videoconference on July 2, 2025.

Only the Landlord's Agent, Lisa Pottruff attended the hearing.

As of 9:36 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue – Validity of the N5 Notices

1. At the outset of the hearing, I raised a preliminary issue that the N5 notices did not appear to contain valid termination dates, and also that the Landlord's first N5 appeared to be non-voidable.
2. In this case the Landlord first served a voidable N5 under section 64 of the *Residential Tenancies Act, 2006* (the 'Act'), and later served a second non-voidable N5 under section 68 of the Act. The copies of N5 notices of termination that were uploaded to the LTB's Portal contain a number of errors—for a lack of a better term they appear to be "scrambled". The termination date in both N5 notices contain letters and other obvious errors. With respect to the first N5, what are ordinarily "boxes" indicating the reasons for the notice appear to be "D's" and "O's". None of the "boxes" are checked, including reason 1, which informs the Tenants that they can void the notice by stopping their substantially interfering conduct. An incorrect termination date and the failure to serve a voidable N5

that the Act requires be voidable are both fatal defects that would require the Landlord's application to be dismissed.

3. However, the Landlord submitted that the N5 notices that were served upon the Tenants did not contain these errors, and that somehow the errors appeared when the documents were uploaded to the LTB's Portal. The Landlord's agent filed copies of error-free and valid N5 notices that they testified they served upon the Tenants. I accepted their unchallenged evidence on this point.
4. I did not consider it to be unfair to allow the Landlord to rely upon copies of the notices that were not filed with the Board until the morning of the hearing. Being satisfied that the Tenants were served with error-free copies of the N5 notices, I was also satisfied that they would have been aware, or ought to have been aware, that an error occurred at some point during the uploading to the Portal. I do not think allowing the Landlord to rely upon the N5 notices would cause significant prejudice to the Tenants. As a result, I proceeded to hear the matter and permitted the Landlord to rely upon the correct copies of the N5 notices.

N5 Notice – Substantial Interference

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On November 6, 2024, the Landlord gave the Tenants a first, voidable N5 notice of termination. The N5 notice of termination alleges that there have been complaints of loud music and conversations at all hours of the night and that the Tenants are smoking in the unit and the building is smoke-free. As the Landlord served a valid first N5 notice of termination, the Landlord was allowed to give a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (the 'Act').
4. The Landlord testified that neither the Tenants nor anybody in the rental unit had caused any disturbances in the seven days after the first N5 notice was served. Based on the uncontested submission of the Landlord, I find that the Tenants voided the first N5 by refraining from the conduct complained of in the seven days after the first N5 notice was served.
5. On February 7, 2025, the Landlord gave the Tenants a second N5 notice of termination. The notice of termination alleges that the noise complaints and smoking in the rental unit have continued.
6. The Landlord's Agent, Lisa Potruff ('LP') testified that the Landlord had received complaints of noise on January 28, 2025 and February 1, 2025 as the Tenants or a person permitted into the rental unit by the Tenants were playing loud music and partying throughout the day and night.
7. LP testifies that she continues to get complaints about the noise and the smell of cigarette smoke from other residents on a regular basis.
8. LP testified that the Tenants are aware that the building is a smoke-free building but continues to smoke in the rental unit causing the fire alarms to trigger.

9. Based on the Landlord's uncontested evidence, I find, on a balance of probabilities, that the Tenants, an occupant of the rental unit or a guest permitted into the rental unit by the Tenants have substantially interfered with other Tenants' reasonable enjoyment of the premises by repeatedly making excessive noise and smoking in the rental unit.
10. 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. The Tenants did not attend to explain the noise or smoking in the rental unit, or why they continued to make excessive noise and smoke after the first N5 notice and after the second N5 notice.
11. Because the noise and the smoking persisted after both notices were served and no explanation has been offered (and no assurances of quiet or cessation of smoking have been offered), I have no reason to believe the Tenants would comply with a conditional order.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 19, 2026.
2. If the unit is not vacated on or before January 19, 2026, then starting January 20, 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 January 20, 2026.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$186.00.
6. If the Tenants do not pay the Landlord the full amount owing on or before January 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Christopher Lin
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.