



**Order under Section 21.2 of the  
Statutory Powers Procedure Act and  
Order under Section 69  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-083901-25-AM

**In the matter of:** Basement, 76 DEERHURST RD  
STONE CREEK ON L8E2E6

**Between:** Zora Kozul Landlord

**And**

Patricia Leocadio Tenants  
Rory Duncan

Zora Kozul (the 'Landlord') applied for an order to terminate the tenancy and evict Patricia Leocadio and Rory Duncan (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the building has 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 claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on December 1, 2025.

The Landlord and the Landlord's Representative, Petar Guzina and the Tenants attended the hearing.

**This amended order is issued to correct clerical errors in the original order issued on December 15, 2025.**

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the Tenants shall be required to adhere to the conditions as set out below.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On August 28, 2025, the Landlord gave the Tenants an N7 notice of termination by placing a copy of said document in the Tenant's mailbox. The notice of termination contains the following allegations: the Tenants, another occupant of the rental unit or someone the Tenants permitted in the building has 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.
4. The Landlord, Zora Kozul (Z.K.) testified that the rental property is a detached bungalow comprised of two self-contained rental units located on the main and lower level of the rental property. The Landlord occupies the main level unit, and the Tenants occupy the lower-level unit.
5. The Landlord testified that the Tenants have been living in the property since July 2023, and that the Landlord occupied the main floor unit on or about December 2023.
6. The Landlord identified four concerns regarding the Tenants which have been identified in the N7 Notice of Termination to be excessive noise, a parking issue, a garbage disposal issue, and an issue involving the Tenants failure to clean up in the shared yard after their dog does his business.

Excessive Noise:

7. The Landlord describes the excessive noise to include loud talking, the sound of a gaming console, the dog barking, children screaming, and the Tenants shouting at the children, and what the Landlord described as vacuuming or using an air fryer. The Landlord identified the excessive noise as an ongoing issue that has been happening since June 2024. The noise occurs sporadically and typically occurs after 11:00 p.m. which substantially interferes with the Landlord's reasonable enjoyment of the rental unit.
8. The Landlord testified that the noise issue has improved since issuance of the N7 Notice of Termination but has continued to occur on multiple occasions since filing of the application. The Landlord was not concerned with the noise prior to 11:00 p.m. and has taken steps including the installation of padding to reduce the sounds, but this was not very helpful.
9. The Tenants did not dispute that the Landlord may be hearing noise, but did dispute that said noises are excessive. The Tenants described the noise as primarily being the Tenants talking inside of their rental unit. The Tenants did not dispute their dog braking on one occasion due to being left alone for an extended period during the day. The Tenants testified that if given the opportunity to correct this issue, the Tenants can maintain the noise level to a minimal after 11:00 p.m.

Garbage Disposal Issue:

10. The Landlord testified that the Tenants would often store all their garbage in the cold room located in the lower level, until the morning of garbage collection, at which time the Tenants would take out their garbage and place it into the garbage bin for collection. The Landlord described this action to result in the Landlord observing an unpleasant odor throughout the household. The Landlord was also concerned with the potential of insect/vermin infestations.
11. The Tenants disputed storing their garbage in the cold room and submitted that their garbage is generally limited to that of one garbage bag which they fill up and dispose on garbage collection day. The Tenants also submitted that they are willing to ensure that only one bag of garbage is stored in their unit at any given time. This means that the Tenants shall dispose of the garbage once the bag is full, and refrain from storing the full bag inside of the rental property.

Dog Droppings:

12. The Landlord testified that the rental property has a very big backyard that is shared between the Landlord and the Tenants. The Landlord also testified that she often observes droppings in the backyard which she believes to be that of the Tenant's dog. The Landlord testified that she believes that the Tenants have continued to allow their dog to use the backyard and failed to clean up after him.
13. The Tenants testified that although they are mindful of their dog in the yard, the Tenants often simply allow their dog into the yard unsupervised and then at times fail to find any dropping to pick up or clean up. The Tenants agreed that it would be more reasonable to supervise the dog when allowing him into the yard to conduct his business, or alternatively, take the dog for regular walks outside of the yard.

Parking Issue:

14. The Landlord testified that the driveway is a large and has a detached two car garage located at the very end of the driveway towards the rear end of the yard/driveway. The Landlord also testified that the Tenants have now intentionally parked in such a manner as to prevent the Landlord from accessing the garage. The Landlord submitted photographs of the Tenant's vehicle parked in the driveway blocking access to the garage.
15. The Tenants do not dispute parking in such a manner but attribute doing so, because of the Landlord installing a security camera which faces the driveway and makes the Tenant's and their children uncomfortable. The Tenants agreed that they can park in such a manner as to not block the Landlord's garage if ordered to do so.
16. Based on the evidence, I am satisfied that the building has three or fewer units, the Landlord resides in the building, and that the Tenant's conduct has substantially interfered with the Landlord's reasonable enjoyment of the unit by virtue of the actions described above.

17. The Tenants were required to pay the Landlord \$4,087.02 in daily compensation for use and occupation of the rental unit for the period from September 19, 2025, to December 1, 2025. At the hearing, the Landlord confirmed that no arrears were owing at the time of the hearing.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction:

19. Despite finding that the Tenant's conduct has substantially interfered with the reasonable enjoyment of the Landlord. I am mindful that the Tenants have taken steps to improve the issue or concern of excessive noise since service of the N7 Notice of Termination. I am also mindful that the Tenants are prepared to adhere to any terms and conditions provided in this order, as to maintain their residential tenancy and avoid termination of the same. Given that the issues can be resolved with the Tenant's cooperation and willingness, I feel that the Tenants should be afforded one last opportunity to correct their actions. Accordingly, the Tenants shall be required to adhere to the conditions provided below.
20. 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 conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall not cause and/or create any excessive noise within their rental unit between the hours of 11:00 p.m. to 8:00 a.m. Excessive noise includes, but is not necessarily limited to, loud talking, yelling, shouting, video games, music, television, vacuuming, or the use of any excessively loud appliances during these hours.
3. The Tenants shall not store more than one bag of garbage/refuse within their rental unit, or the common areas of the rental property, at any time. The Tenants agree that they will throw out their garbage bag once it is full. The garbage bag that is full shall not be stored inside of the rental property.
4. The Tenants shall ensure that they clean up after their dog immediately. The Tenants shall also not allow their dog to roam freely in the backyard without supervision.
5. The Tenants shall park their motor vehicle in such a manner as to not block or restrict the Landlord's access to the garage located at the end of the driveway. The Tenants shall park their motor vehicle directly in front of one of the garage doors, and not in the middle of the driveway.

6. The Tenants shall be required to comply with the terms of this order for the period starting December 16, 2025, through to December 31, 2026.
7. If the Tenant fails to comply with the conditions set out in **paragraphs 2, 3, 4, or 5**, of 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.
8. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
9. The total amount the Tenants must pay the Landlord is \$186.00.
10. If the Tenants do not pay the Landlord the full amount owing on or before December 20, 2025, the Tenant will start to owe interest. This will be simple interest calculated from December 21, 2025, at 4.00% annually on the balance outstanding.

**December 15, 2025**  
**Date Issued**

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Ilan Shingait  
Member, Landlord and Tenant Board

**January 5, 2026**  
**Date Amended**

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.