



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

File Number: LTB-L-078856-25

In the matter of: 402, 110 WELLESLEY ST E
TORONTO ON M4Y1J1

Between: Akelius Canada Ltd Landlord

and

David John Douglas Snelgrove-Eadie
Timothy Noorhoof Tenants

Akelius Canada Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict David John Douglas Snelgrove-Eadie and Timothy Noorhoof (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 tenant

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 18, 2025.

Only the Landlord's agent Muge Fikri and the Landlord's legal representative Eric Steiman. The Landlord called E.S. as witness.

As of 10:06 am, 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:

1. On September 5, 2025, the Landlord gave the Tenants an N5 notice of termination alleging that the Tenants and the persons admitted into the residential complex by the Tenants were substantially interfering with the reasonable enjoyment of the residential complex and the lawful right privilege or interest of the Landlord by causing excessive noise, smoking where they weren't allowed to smoke and breaking into the garage.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The uncontested evidence of the Landlord's witnesses corroborated by documents and video surveillance filed proves on a balance of probabilities the Landlord that:
 - (1) On multiple occasions, including on June 16, 2025, on July 4, 2025 and on August 31, 2025, September 11, 2025 the Tenants and/or their guests were observed causing noise disturbances.
 - (2) On multiple occasions, including on August 25, 2025, on September 6, 2025 smell of smoke was observed emanating from the rental unit.
 - (3) On multiple occasions, including on September 2, 2025, on September 11, 2025 and September 15, 2025 guests of the Tenants were observed breaking into the residential complex requiring police intervention. These persons were identified by witnesses who observed them in the company of the Tenants in the residential complex at various times allowing the inference that the Tenants permitted these persons onto the residential complex.
 - (4) The Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination (September 12, 2025). Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
4. Therefore I find the Landlord has proven the grounds for termination a balance of probabilities.
5. The Tenant did not come to the hearing to describe their circumstances and the Landlord was not aware of any. The Landlord's circumstances include the fact that it is required by law to provide a safe and quiet enjoyment to all residents of this multi-residential complex. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
6. The Board consented to the Landlord's request to withdraw its claim for daily compensation because that has already been awarded in the related arrears application under file number LTB-L-051663-25.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 18, 2026.
2. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 19, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026

Date Issued

Nersi Makki

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on July 19, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.