



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-063013-25

In the matter of: 1709, 720 BRUCE AVE
SUDBURY ON P3C5C4

Between: Greater Sudbury Housing Corporation Landlord

And

Samuel Toffoli Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Samuel Toffoli (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 November 24, 2025.

Only the Landlord's Agent, Melissa Chicoine, attended the hearing.

As of 9:30 a.m., the Tenant was 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 23, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with allegations that the Tenant allowed individuals into his rental unit and the residential complex, who had been issued proper trespass orders by the Landlord, on various dates during the period February – June 2025. Therefore, the Landlord was allowed to give the

Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On July 17, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains allegations that the Tenant allowed individuals into his rental unit and the residential complex, who had been issued proper trespass orders by the Landlord, on various dates in July 2025.
5. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. The trespassed individuals were issued their trespass orders due to behavioural issues, including criminality, false fire alarms, disturbances and police interaction in the residential complex.
6. The Tenant was made aware of the existence of the trespass orders on these individuals by the Landlord yet persisted in allowing these individuals access to his rental unit and the residential complex.
7. 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.
8. The Tenant was required to pay the Landlord \$412.02 in daily compensation for use and occupation of the rental unit for the period from August 8, 2025 to November 24, 2025.
9. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear his evidence regarding his circumstances, or to dispute the Landlord's application for an eviction order.
13. 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.

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 17, 2026.
2. If the unit is not vacated on or before January 17, 2026, then starting January 18, 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 18, 2026.

4. The Tenant shall pay to the Landlord \$412.02, which represents compensation for the use of the unit from August 8, 2025 to November 24, 2025. Any amounts paid by the Tenant to the Landlord since August 8, 2025 shall be credited to this amount owing.
5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting November 25, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Curtis Smith
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 18, 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.