



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bocan Enterprises Inc. v Chevrier, 2026 ONLTB 2081

Date: 2026-01-08

File Number: LTB-L-067688-25

In the matter of: 406, 1287 Grenadier
Sudbury ON P3A4K9

Between: Bocan Enterprises Inc. Landlord

And

Darcy Chevrier Tenant

Bocan Enterprises Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Darcy Chevrier (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

This application was heard by videoconference on December 9, 2025.

Only the Landlord's Agent, Boban Nikolic 'BN', attended the hearing.

As of 11:15 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 tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 10, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, with a termination date of July 5, 2025 (the '1st N5 Notice'). The 1st N5 Notice alleged that, on June 9, 2025, there was an inspection of the rental unit. During the inspection the rental unit was noted to be in disarray and there was a strong smell present.

4. As the Landlord gave the Tenant the 1st N5 Notice, 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).
5. On August 12, 2025, the Landlord gave the Tenant a second N5 notice of termination, with a termination date of August 28, 2025 (the '2nd N5 Notice'). The 2nd N5 Notice alleges that there was a strong odour coming from the rental unit. The Tenant was given five days notice of an inspection on August 11, 2025 and was asked to clean up the rental unit before the inspection. During the inspection on August 11, 2025, it was noted that the rental unit was in disarray and filled with garbage and human waste. It was also alleged that there was a strong odour present.

Landlord's Evidence

6. BN is a full-time employee of the Landlord and is the property manager. The residential complex consists of 4 floors and contains approximately 32 rental unit.
7. It was BN's evidence that he initially inspected the unit on June 9, 2025 due to complaints he received from other tenants regarding the smell coming from the rental unit. During this inspection, he noted that the rental unit was full of garbage and there was a strong smell. As a result, the 1st N5 Notice was served.
8. BN stated that there was no improvement after the 1st N5 Notice was served and he tried calling the Tenant to discuss the notice, but he had difficulty reaching the Tenant.
9. On August 11, 2025, the rental unit was inspected again. During the inspection BN noted garbage piled everywhere and a very strong smell of waste and rotting food was present, which caused him to gag. Photos of the rental unit were tendered as evidence in support of BN's testimony. As a result of the inspection, the Tenant was served with the 2nd N5 Notice.
10. BN stated that he also inspected the unit the day before the hearing and stated that the unit is worse and showed no signs of improvement.
11. In terms of efforts to try and resolve the issue or help the Tenant, BN stated that the Tenant was asked on multiple occasions to clean up the unit and that he has been offered assistance and help from the superintendent in the past. BN stated that he contacted the public health department to inspect the unit and also contacted the Tenant's emergency contacts on his lease to let them know the situation in the unit. However, doing so did not result in any assistance that BN was aware of. BN was not aware of any reason as to why the Tenant was keeping the rental unit in such a manner and no reason was given by the Tenant. In addition, BN was not aware of the Tenant asking for any type of assistance or help in cleaning the rental unit after either notice of termination was served.

Analysis

12. Based on the uncontested evidence of BN, I find that, by failing to keep the rental unit in an ordinary state of cleanliness, the Tenant has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.

13. Photos of the rental unit show a significant amount of garbage and waste throughout the rental unit and, as such, I accept the evidence of BN that there is a strong offensive smell emanating from the rental unit and that he has received complaints from other tenants regarding the smell.
14. This conduct also substantially interferes with a lawful right, privilege or interest of the Landlord as the Landlord has a legal interest in the state of the rental unit, which arises from, among other things, section 20 of the Act. This section places an obligation on landlords to keep their rental units in a good state of repair, fit for habitation and in compliance with health, safety and housing and maintenance standards. The manner in which the Tenant keeps the rental unit interferes with the Landlord's ability to comply with these obligations.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction / Section 83 of the Act

16. BN requested a standard 11-day termination order. As the Tenant was not present to speak to their circumstances, BN was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. BN stated that they were not aware of any such circumstances.
17. The Tenant did not attend the hearing to dispute the allegations against him or to request delay of eviction. However, given the amount of garbage and other items in the rental unit, I find it likely that the Tenant will require assistance to remove items as well as to move and so I find a brief delay of eviction to be appropriate in the circumstances.
18. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) 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 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Rachel Gibbons
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 August 1, 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.