



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-039029-25

In the matter of: 218, 9 BENNETT ST
PEMBROKE ON K8A3Y6

Between: 15272122 Canada Inc. Landlord

And

Adam Nieman Tenant
Sarah Klimtschuck

15272122 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Nieman and Sarah Klimtschuck (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

15272122 Canada Inc. (the 'Landlord') applied for an order requiring Adam Nieman and Sarah Klimtschuck (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on September 17, 2025.

The Landlord's Legal Representative Janet Van Oordt and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination Substantial interference & Wilful or Negligent Damage

On March 15, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on March 15, 2025. The notice of termination contains the following allegations:

- On or about April 16, 2024, the Landlord entered the rental unit for inspection and to investigate concerns about animals and there conditions/wellbeing.

Landlord's Evidence

4. The Landlord/Owner Shubh Garg testified that he has received numerous complaints from other Tenants regarding an intense, persistent odour emanating from the Tenant's rental unit. He has attempted to gain access in the past, but the Tenant repeatedly refused entry.
5. In April 2024, after serving 24-hour notice to enter, police and the fire department attended. The Landlord stated that Animal Control estimated approximately 150 cats in the unit.
6. Mr. Garg received information including photographs, that the rental unit was in a severely unsanitary condition, with overwhelming odour and visible contamination. The condition of the rental unit impacted neighbour unit. This evidence was also confirmed by the other Landlord witness Marco Atalla and will be discussed later in this order.
7. The Landlord submitted into evidence Animal Control report, including photographs depicting multiple cats confined spaces, an email from Public Health noting pungent urine odour detectable from approximately 40feet, and by-law provisions governing animal care and sanitation requirements. I considered the photographs and report contextual, particularly when corporate by the Landlord's viva voce testimony.
8. Nothing turned on the Landlord's evidence under Ms. Klimtschuck cross-examination. Her questions related to an Animal Control order for her to comply within six months.
9. The Landlord's next witness was Lyle Schultz. He testified that he is on site day to day as he the project manage for the complex.
10. He testified that the odour coming from the Tenant's rental unit is persistent and severe. He has received multiple complaints from other tenants, but they requested anonymity.
11. Mr. Schultz testified that he attempts to mitigate efforts such as industrial cleaning of the hallway's carpets, air purifiers, and deodorizers in the common areas but that they were ineffective.
12. Although no specific date was provided, he testified that during an emergency leak, the Tenant refused him entry. Lastly, he stated that his interactions with Ms. Klimtschuck were always confrontational.
13. Under cross-examination Ms. Klimtschuck questions were related to walls being wiped down and whether the vacuum he was using was industrial. Nothing turned on her line of questioning.

14. The Landlord's final witness was Marco Atalla. He stated that he is the Property Manager for the residential complex. He was present during the April 16, 2024 inspection and testified about the condition of the rental unit, which was similar to the Landlord's evidence in paragraph 6, except this was first-hand evidence.
15. Mr. Atalla testified that he has a background in construction and restoration, and that his company performs renovations, new construction, and property management services. He stated that restoration work involving biohazards, including animal urine contamination, forms part of his regular professional work
16. Mr. Atalla testified that he personally attended the rental unit prior to preparing his estimate. He observed extensive physical damage and a pervasive odour of cat urine and spray throughout the unit. He explained that urine contains ammonium and uric acid, which penetrate porous building materials such as drywall, flooring, and subflooring, and that odours can migrate into adjacent units and common areas through walls and building systems.
17. He testified that in his opinion, surface remediation such as cleaning or repainting would be ineffective and would merely mask the odour temporarily. He stated that seasonal moisture changes would cause the odour to intensify over time if the contaminated materials were not removed. Proper remediation would require removal of all porous materials, including drywall down to the studs, flooring, subflooring, kitchen cabinetry, and bathroom vanities. Additionally, by disinfection of the exposed structure and full reconstruction. He estimated the cost of \$50,000.00, consisting solely of labour and materials. This estimate did not include architectural, engineering, or permit costs.
18. Mr. Atalla further testified that a second estimate was obtained from Meadowlands Group, a restoration and construction company with which he has prior professional experience. That estimate was approximately \$63,000, also limited to labour and materials. Mr. Atalla testified that Meadowlands Group did not physically attend the unit due to access issues, but prepared its estimate based on video footage and descriptions of the conditions.
19. Lastly, other occupants complained of odours migrating into their units, and he observed liquids seeping into the lower unit below the Tenant's rental unit. In his opinion, the condition of the rental unit poses a significant health concern, and failure to properly remediate could expose the Landlord to liability and public health consequences.
20. During cross-examination, the Tenant challenged whether the Landlord routinely renovates units upon vacancy. Mr. Atalla testified that renovations are undertaken to restore dated units, and that the Landlord seeks to minimize costs wherever possible.
21. The Tenant also questioned Mr. Atalla regarding a proposed entry into the unit on April 16, 2024, including whether there was a threat to drill the locks. Mr. Atalla testified that he could not specifically recall threatening to drill the locks but acknowledged that notice of entry had been given and that police were contacted when access was denied. He testified that he believed contacting police was lawful in the circumstances.
22. The Tenant alleged that a neighbouring tenant had been coerced into providing a written statement. Mr. Atalla testified that he provided a suggested draft based on prior conversations with that tenant, and that the tenant was free to revise, refuse, or decline to

provide any statement. He testified that no statement was ultimately submitted by that neighbour.

Tenant's Evidence

23. The Tenant testified that the tenancy commenced in 2017 under a prior landlord. At the commencement of the tenancy, the rental unit was allegedly in a state of disrepair, including deteriorated flooring and carpet near the front entrance. The Tenant testified that the former landlord provided limited replacement materials for a small portion of the entrance area only, which the Tenant's spouse installed themselves. The Tenant further testified that they paid for the remaining carpet replacement.
24. The Tenant asserted that these conditions pre-dated the current Landlord, who acquired the property in approximately 2024. The Tenant's evidence focused heavily on the initial condition of the unit at the start of the tenancy and repairs (or lack thereof) undertaken by the former landlord.
25. With respect to the current Landlord, the Tenant testified that the Landlord attended the rental unit on multiple occasions for inspections and maintenance-related entries and therefore ought to have been aware of alleged ongoing maintenance concerns. The Tenant relied primarily on verbal assertions that issues were observed during entries and that maintenance staff attended the unit.
26. The Tenant submitted numerous 24-hour Notices of Entry issued by the Landlord, asserting that the frequency of entries amounted to harassment. The Tenant acknowledged that access was generally permitted, with some denials of entry where the Tenant believed the notices were invalid or misleading as to purpose.
27. She tendered photographs and a video showing water entering a shared laundry room during rainfall, as well as photographs depicting general building conditions, including garbage accumulation, exterior conditions, and common areas. The Tenant testified that the laundry room was part of the residential complex and was used by all tenants, including themselves.
28. The Tenant acknowledged that many of the maintenance issues raised related to common areas rather than conditions inside the rental unit itself. The Tenant further acknowledged that no formal maintenance requests were submitted through any written maintenance system or tenant portal following the Landlord's acquisition of the building.
29. Ms. Klimtschuck submitted documentation from Animal Welfare authorities showing that an order was issued and later revoked. The Tenant testified that they complied with the requirements of the order and that inspections occurred during the relevant period. I find, based on the Tenant's evidence, that the Animal Welfare Order was revoked and that no ongoing order existed at the time of the hearing. The Animal Welfare Order was revoked on November 9, 2024.
30. She also testified about concerns regarding stolen packages and mail delivery issues within the building. The Tenant acknowledged that at least one package was ultimately returned and that no police report was made.

31. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 Notice of Termination. While the Tenant testified that they complied with the Animal Welfare Order and that the order was revoked on November 9, 2024, this compliance occurred well after the issuance of the N5 notice and outside the statutory seven-day cure period under section 64(3) of the Residential Tenancies Act, 2006. Further, the Landlord's evidence, corroborated by photographs, reports from Animal Control and Public Health, and testimony from multiple witnesses, established that the unsanitary conditions and pervasive odour persisted beyond the cure period. The Tenant's own evidence acknowledged that numerous cats remained in the unit during the relevant time frame and that no formal maintenance or remediation efforts were undertaken to address the contamination. Accordingly, I find that the Tenant failed to void the N5 notice, and the notice remains valid under the Act.

N8 Notice of Termination

32. At the start of the N8 hearing, the parties agreed on the following:

- The Tenants agreed that the dates set out in the Landlord's N8 accurately reflects the dates on which rent was paid late or not paid.
- The Tenants agreed that from May through September 2025, rent was neither paid late or not paid at all.
- The Landlord's filed a rent payment history at page 24 of the Landlord's evidence, which establishes that rent was not paid for May, June, July, August, and September 2025. The Tenant do not dispute the accuracy of this record.

33. On March 15, 2025, the Landlord gave the Tenant an N8 notice of termination, deemed served on March 15, 2025. The notice of termination contains the following allegations:

- The Landlord stated that the monthly rent of \$715.00 is due on the 1st day of each month

34. Persistently Late

The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 12 times in the past 12.

- April 2024 – paid on May 1, 2024.
- May 2024 – paid on May 3, 2024.
- June 2024 – paid on November 29, 2024.
- July 2024 – paid on November 29, 2024.
- August 2024 – paid on November 29, 2024.
- September 2024 – paid on November 29, 2024.
- October 2024 – paid on November 29, 2024.
- November 2024 – paid on November 29, 2024.
- December 2024 – paid on January 17, 2024.
- January 2025 – paid on January 17, 2025.

- February 2025 – no payment.
- March 2025 – no payment.

35. The Landlord has proven that the Tenant has persistently failed to pay the rent on the date it was due.

36. The following is a payment history after the N8 Notice was served:

- From May through to September 2025, the Tenant did not pay rent on time or in full.

37. The Tenant acknowledged from that rent has been paid late “from time to time” and agreed that there has been late or non-payment during the period set out in the N8.

38. On a balance of probabilities, I am satisfied that the Tenant has persistently paid her monthly rent late. Since the filing of the application, the Tenant has been late 17 out of 18 months.

Analysis

39. Section 83 of the ‘Act’ requires the Board to consider whether relief from eviction is appropriate where there are current, serious, and/or ongoing issues that directly affect the Tenant and are attributable to the Landlord.

40. The onus rests on the Tenant to establish that the maintenance issue exist, the Landlord was notified or ought to reasonably to have known of them, and that the issues remain unresolved at the time of the hearing.

41. While the Tenant provided extensive testimony regarding the condition of the unit at the start of the tenancy in 2017, this evidence does not establish liability on the part of the current Landlord absent proof that the issues were brought forward after the Landlord assumed ownership. There was no evidence presented by the Tenant to establish such as a notice, continuity or ongoing complaints with this Landlord following the transfer of ownership.

42. The Tenant’s evidence relating to commons areas, including the laundry room, garbage facilities, and exterior conditions, does not establish a basis of mandatory relief, as I find these conditions were not shown to directly and substantially interfere with the Tenant’s reasonable enjoyment of the rental unit itself.

43. The Tenant acknowledged that formal maintenance requests were not pursued following the Landlord’s acquisition of the building in 2024. This admission is significant because the *Residential Tenancies Act* places an obligation on tenants to notify the landlord of maintenance concerns to allow for timely remediation. Without such notice, the Landlord cannot reasonably be expected to address issues that may have existed prior to their ownership. The absence of documented maintenance requests or complaints after the transfer of ownership limits the Board’s ability to conclude that the Landlord failed to meet their statutory obligations. While the Tenant described historical conditions dating back to

2017, these do not establish ongoing breaches attributable to the current Landlord without evidence of continuity or renewed complaints

44. Regarding harassment and entry: The Tenant alleged harassment based on frequent Notices of Entry and inspections. However, the issuance of notices, even if frequent, does not constitute harassment where entry is lawful and for permitted purposes under Section 27 of the *Act*. The Landlord provided notices for legitimate reasons, including repairs, inspections, and introductions by the new property management company. When I examined the Notices provided by the Tenant, they were properly dated and identified the purpose of entry, such as showing the unit to a mortgage lender (February 3, 2024), introducing new management (February 14, 2024), and conducting repairs or inspections (March 25, April 15, May 16, June 4, June 29, and July 4, 2024). These notices complied with the statutory requirement of at least 24 hours' notice and specified the time and reason for entry. The pattern of notices reflects operational needs during a transition of ownership and maintenance planning, not an intent to harass.
45. The Tenant did not establish that any of the entries were illegal, conducted without proper notice, or carried out for an improper purpose. The evidence shows that the Landlord adhered to the procedural requirements under the *Act*, including providing written notice and limiting entry to lawful purposes such as repairs, inspections, and service delivery. There was no evidence of unauthorized entry or conduct that would amount to harassment. While the Tenant may have perceived the frequency of notices as intrusive, the Board must assess whether the Landlord's actions were reasonable and compliant with statutory obligations. On balance, I find that the entries were lawful, necessary, and properly communicated, and therefore do not support a finding of harassment
46. Lastly, the allegations regarding package theft and mail delivery service issues, while concerning, were not supported by evidence establishing the Landlord was involved or was an ongoing failure attributed to the Landlord.
47. The Human Rights code does not require a landlord to tolerate ongoing interference with other tenants or persistent breaches of tenancy obligations indefinitely. I turn to *Walmer Developments v. Wolch*, 2003 CanLII 42163 (ON SCDC), <https://canlii.ca/t/5z8k>. The court emphasizes that a landlord or tribunal should explore whether reasonable accommodation could address the tenant's behaviour.
48. The Tenant did not establish that the excessive number of animals is connected to a Code-protected disability requiring accommodation under the *Human Rights Code*. While the Tenant referenced personal circumstances, no medical documentation or credible evidence was provided to demonstrate a disability-related need for the number of animals present in the unit. Even if accommodation were engaged, the evidence shows that the Landlord tolerated the situation for an extended period before filing the application. The Landlord made repeated attempts to address concerns informally, including discussions

with the Tenant and warnings about the impact on other residents. The Landlord also explored alternatives, such as behavioral adjustments and compliance measures, before resorting to termination proceedings. This demonstrates a proactive approach to accommodation rather than immediate enforcement.

49. I find that the Landlord accommodated the Tenant to the point of undue hardship. The Landlord engaged external agencies, including public health and municipal by-law enforcement, rather than taking unilateral action. These steps were aimed at ensuring compliance while minimizing disruption to the tenancy. The Landlord provided multiple written notices outlining the concerns and granting opportunities for correction. Furthermore, the Landlord allowed the tenancy to continue from March 2024 until filing the application in May 2025, despite ongoing breaches, in the hope that the Tenant would comply. This extended timeline reflects patience and a genuine effort to balance the Tenant's interests with those of other residents and the Landlord's obligations. The evidence supports that the Landlord acted reasonably and did not pursue eviction prematurely.
50. The Landlord provided the Tenant an opportunity to correct the behaviour. The N5 Notice was served as a corrective tool, identifying the conduct complained of and allows the Tenant an opportunity to void the notice. Additionally, the N8 Notices establish a pattern of late rental payments rather than an isolated incident. Timely payment of rent is a fundamental obligation under the *Residential Tenancies Act*, and repeated failures undermine the integrity of the tenancy. The Landlord's decision to proceed with termination was not based on a single breach but on cumulative non-compliance, despite multiple opportunities for resolution. This demonstrates that the Landlord fulfilled their duty to accommodate and acted accordingly before seeking eviction.
51. I requested both parties make submissions on eviction. The Landlord requested the Board consider an 11-day standard order. The Tenant submitted that she has resided in the rental unit for approximately eight years and has accumulated a significant number of personal belongings, making relocation difficult. The Tenant expressed a preference to remain in the unit and requested that eviction be denied. In the alternative, the Tenant proposed that the Board permit her to remain under a behavioural condition, committing to pay rent in full and on time and to comply with all tenancy obligations going forward.
52. Having considered all of the evidence and submissions, I find that eviction is warranted given the totality of circumstances. The Tenant has failed to remedy the breaches identified in the N5 Notice, which included interference with the reasonable enjoyment of the premises by other tenants and the presence of an excessive number of animals. Despite multiple opportunities for correction and accommodation, the Tenant did not take meaningful steps to comply. Additionally, I find that the Landlord has incurred or will incur reasonable costs of \$58,666.50 to repair the damage and/or replace property that was damaged and cannot be repaired.
53. Further, the N8 Notices issued by the Landlord demonstrate a clear and ongoing pattern of late rental payments rather than isolated incidents. This pattern reflects a persistent failure

to meet fundamental tenancy obligations under the *Residential Tenancies Act*. The Landlord's evidence establishes that these late payments occurred over several months, despite reminders and opportunities to rectify the situation. The Board must consider that timely payment of rent is a core obligation of any tenancy, and repeated breaches undermine the stability of the landlord-tenant relationship.

54. The Landlord has acted reasonably and in good faith by providing notice, engaging with external agencies, and delaying enforcement in hopes of compliance. However, continued breaches, combined with the impact on other tenants and the Landlord's undue hardship, justify termination. The cumulative effect of the Tenant's conduct—failure to address maintenance concerns, ongoing interference, and repeated late payments—supports the conclusion that eviction is the appropriate remedy under Section 83 of the *Act*. Accordingly, the application for termination of tenancy and eviction is granted, however I will delay eviction until January 31, 2026, to allow the Tenant the time needed to find the remaining cats new homes and to organize her belongings.

55. Daily compensation, NSF charges, rent deposit

The Tenant was required to pay the Landlord \$3,667.56 in daily compensation for use and occupation of the rental unit for the period from April 15, 2025, to September 17, 2025. Less any amounts paid.

56. Based on the monthly rent, the daily compensation is \$23.51. This amount is calculated as follows: $\$715.00 \times 12$, divided by 365 days.
57. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
58. The Landlord collected a rent deposit of \$500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$72.09 is owing to the Tenant for the period from September 30, 2017, to September 17, 2025.
59. The amount owing to the Landlord is more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to pursue the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application. Therefore, the Tenant is being ordered to pay \$50,000.00 for compensation, plus the Landlord's cost of filing the application.

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 \$50,186.00. This amount includes: daily compensation for the use of unit; the reasonable costs of repairing the damage and replacing the damaged property; and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction.
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 9, 2026

Date Issued

Anthony Bruno

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.