



JAN 07, 2026

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

Citation: Puopolo v Valdivia Navarro, 2025 ONLTB 93430

Date: 2026-01-07

File Number: LTB-L-069976-25

In the matter of: B2, 218 PICKERING ST
TORONTO ON M4E3J8

Between: Luciano Puopolo Landlord

And

Mauricio Valdivia Navarro Tenant

Luciano Puopolo (the 'Landlord') applied for an order to terminate the tenancy and evict Mauricio Valdivia Navarro (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 November 20, 2025.

Only the Landlord's agent, Alicia Ravello-Carabon, attended the hearing.

As of 10:44 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 between the Landlord and the Tenant is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 5, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served on June 10, 2025, alleging that the contrary to the no smoking clause set out in the tenancy agreement, as well as verbal warnings from the Landlord, the Landlord was smoking marijuana in the rental unit. 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 21, 2025, the Landlord gave the Tenant a second N5 notice of termination, deemed served on July 26, 2025. The notice of termination alleged that the Tenant continued to smoke

marijuana in the residential complex which was substantially interfering the use and enjoyment of the residential complex by other tenants.

5. The Landlord's agent testified that on July 19 and 20, 2025, the Landlord received complaints from the tenants residing in the unit above the Tenant's unit about the excessive smell of marijuana wafting up from the Tenant's unit. They complained that the smell was so strong that they could not stay in their unit.
6. Based on the uncontested evidence before me, I am satisfied that the Tenant has contravened the no smoking clause in the tenancy agreement by smoking marijuana in the rental unit. I find that this conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

8. The Landlord's agent stated that the Tenant refuses to speak with the Landlord about his behaviour and that there has been no improvement in the Tenant's behaviour. She said that the Tenant even stopped paying rent after the second N5 notice was served.
9. 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. The Tenant did not attend the hearing to provide evidence of his circumstances.

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

Karen Gonçalves

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.