



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-063812-25

In the matter of: 17, 1534 OUELLETTE AVE
WINDSOR ON N8X1K7

Between: 2814088 Ontario Ltd Landlord

And

Suzanne Miles Tenant

2814088 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Suzanne Miles (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 18, 2025.

Only the Landlord's Agent Dawne Martens attended the hearing.

As of 11:30 AM, 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. However, In light of all the circumstances disclosed, a conditional order will be issued.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's L2 application is based on two N5 notices of termination served on the Tenant based on the allegation that the Tenant's behaviour or the behaviour of someone visiting or living with the Tenant has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges or interests.

4. On April 24, 2025, the Landlord served the Tenant with the first N5 Notice (N5 notice of termination) for substantially interfering with another tenant's or the landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests with a termination date of May 15, 2025. The Landlord alleges the Tenant's guests broke into the laundry room, which was closed for renovations, the Tenant's guests also forced open an entry door to gain entry the residential complex and that the Tenant's guest left a bicycle in the hallway causing an obstruction.
5. The Landlord's Agent Dawn Martens is the property manager for the residential complex. She along with Ray Gelines a property maintenance employee at the residential complex testified to the events as set out in the first N5 Notice of termination. 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).
6. On July 10, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on the same date. The notice of termination alleges that on July 2, 2025 the Tenant left a number of items including boxes in the hallway creating a fire hazard and the Tenant's guest was smoking within the residential complex.

Items left in the hallway

7. The Landlord's witness Ray Gelines testified that on July 2, 2025 while walking the hallways he noticed that the Tenant had left several boxes in the hallway creating a fire hazard as well as a hazard for persons trying to navigate the hallway in the case of an emergency.
8. He stated that the Tenant has been warned about leaving items in the hallway as they constitute a fire hazard and that the hallway is to be kept clear.
9. The Landlord's Agent testified that the Tenant always has something in the hallway and that the Tenant is using the hallway for storage and provided a recent photograph showing a mattress, totes and dresser in the hallway outside the Tenant's unit.
10. The Tenant's rental unit is situated at the end of a hallway and the items left in the hallway are between the Tenants door and a wall. The Landlord did not submit a report from the fire department, indicating that the placement of items is an infraction of the Fire Code or any other fire-related law. Without any evidence or submissions of how, specifically, items at the end of the hallway impact anyone, I am not convinced on a balance of probabilities that the items substantially interfere with the reasonable enjoyment or another lawful right, privilege or interest of the Landlord or another tenant.

Smoking in residential complex

11. The Landlord's Agent testified that she viewed video surveillance of the hallway outside the Tenant's unit from July 2, 2025. She stated the video surveillance from the residential complex showed an individual enter the residential complex smoking a lit cigarette. Still images submitted show the individual walk towards the surveillance camera and turned it towards the ground before entering the Tenant's unit.

12. The Landlord's Agent testified that the residential complex is a non-smoking facility and signage indicating same is posted.
13. I am satisfied that this uncontested evidence establishes that a guest of the Tenant had been smoking in the residential complex. This conduct has substantially interfered with with the Landlord's right to a smoke-free facility.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

15. The Landlord sought termination of the tenancy.
16. The Tenant did not attend the hearing to provide submissions and testimony regarding relief from eviction. However, the Landlord's second N5 notice relates to one instance of a guest of the Tenant smoking in the residential complex.
17. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Effective January 23, 2026 and for a period of 12 months, the Tenant shall not smoke cigarettes or any other substance within the rental unit or the residential complex (outside of designated smoking areas) and shall not permit any other occupant of the rental unit or person permitted by the Tenant in the residential complex to do the same.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also 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 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.