



JAN 07, 2026

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

Citation: Spriet v Wright, 2026 ONLTB 2445

Date: 2026-01-07

File Number: LTB-L-066515-25

In the matter of: UPPER, 29 QUEEN ST
LANGTON ON N0E1G0

Between: Allan Spriet Landlord

And

Greg Wright Tenant

Allan Spriet (the 'Landlord') applied for an order to terminate the tenancy and evict Greg Wright (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.

The Landlord's agent, Leon Spriet, the Landlord's witness, Betty Cail, and the Landlord's representative, Eduarda Tereso, attended the hearing. While the Tenant initially signed into the hearing, the Tenant disconnected around 11:00 a.m. and did not call back into the hearing. There was no record of the Tenant calling the Board's technical service for assistance.

As of 11:53 a.m., the Tenant had still not signed back into the hearing. The Landlord's representative called the Tenant's phone number but the Tenant did not answer. The Landlord's representative left a voice mail message for the Tenant to call back into the hearing. The Tenant did not call back into the hearing. Therefore, 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 and has lived in the unit for approximately twelve years.
3. The rental unit is a detached two-story home which houses three units. The Tenant lives in the upper unit.
4. On May 30, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served on June 4, 2025. The termination date set out in the Notice was July 24, 2025. The Notice alleged that in or around July 28, 2025, the Landlord received complaints of a strong smell of marijuana emanating from the Tenant's unit. Thereafter, the Landlord's son discovered a large tent inside the unit containing strong lights and marijuana plants, as well as venting apparatus out of the front window.
5. In accordance with section 64(3) of the Act, the Tenant can void a first N5 Notice by correcting the conduct outlined in the notice within 7 days of being served the notice. In this case, the voiding period is June 6 to 12, 2025. Given that the Landlord had served a first voidable 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).
6. On August 6, 2025, the Landlord gave the Tenant a second N5 notice of termination, deemed served on August 11, 2025. The notice provided a termination date of August 25, 2026. The allegations in the second N5 are identical to those contained in the first voidable N5 notice and did not identify any additional contraventions.
7. While section 68(1)(b) states that the Landlord may serve a second N5 notice of termination only for an activity, conduct, or situation that occurs more than seven days after the first N5 notice of termination has been served, the Landlord's representative acknowledged that the second N5 notice of termination was for the exact same reasons related to substantial interference set out in the first N5 notice of termination.
8. I find that the second N5 notice is redundant in that it does not raise additional or further allegations than those raised in the first N5 notice. The allegations are identical and the second N5 notice does not raise any additional grounds or lead to additional remedies. In my view, however, it is inconsequential whether the Landlord proceeds on the first N5, or on both the first and second N5, since the L2 application was filed with the Board on August 11, 2025, which complies with [subsection 69\(2\)](#) of the [Act](#). Section 69(2) provides that "*an application under subsection (1) may not be made later than 30 days after the termination date specified in the notice.*"
9. The Landlord's witness, Betty Cail ('BC') lives in an apartment below the rental unit. She testified that in July 2024, she noticed a smell of marijuana coming from the Tenant's apartment. After a couple of days, the smell started to make her sick. She called the Landlord approximately three or four weeks later to complain about the smell.
10. BC stated that she is diabetic and suffers from chronic obstructive pulmonary disease. As such, the smell of marijuana makes her feel sick. It also affects her breathing, causing her to have to use her puffers more often. She admitted that she has not smelled marijuana for the last two months.
11. The Landlord's agent, Leo Spriet, is the Landlord's brother. He testified that early in the year, he had advised the Tenant about possible insurance issues the Tenant's "grow op" posed.

He stated that when he inspected the unit in May 2025, he observed a tent set up in the front bedroom of the unit which took up approximately twenty per cent (20%) of the room. Inside the tent were eight marijuana plants, lights, a fan and venting equipment which ran out of the front bedroom window. The Landlord produced photographs of the tent set up in the Tenant's front bedroom [Doc 6744587, pages 7-12]

12. The Landlord's agent stated that following the May 2025 inspection, the Tenant was told to remove the marijuana plants. After the Tenant refused to remove the marijuana plants the Landlord served a voidable N5 notice on the Tenant on June 4, 2025.
13. The Landlord's agent stated that the Tenant phoned him after receiving the N5 notice. The Landlord's agent told the Tenant that he had to remove the plants. The Tenant again responded that he was legally allowed to grow the plants and told the Landlord's agent that he was not going to remove them. On November 1, 2025, however, the Tenant advised the Landlord's agent that he had reduced the number of marijuana plants to four.
14. Based on the uncontested evidence before me, I am satisfied that the Tenant's conduct, namely growing marijuana plants in the unit with its resultant smell, is having an adverse affect on another tenant in the residential complex.
15. I find that this conduct has substantially interfered with the Landlord's and the other tenant's reasonable enjoyment of the residential complex.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

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.
18. While the Tenant did not attend the hearing to present any evidence as to his circumstances, I am mindful that the Tenant has lived in the unit for twelve years. Although the Landlord's agent stated that that the Tenant's conduct is affecting the Landlord's property insurance, the Landlord did not produce any documentary evidence to support same. The Landlord produced a witness who described how the Tenant's conduct was affecting her use and enjoyment of her unit as well as her health. At the hearing, however, she admitted that she had not smelled marijuana for the past two months.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall not grow marijuana plants inside the unit and the residential complex.
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 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.