



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-077508-25

In the matter of: Unit 1- front unit, 192 lincoln rd west
fort erie ON L0S1B0

Between: liping liu Landlord

And

RICKY, MANUEL Susa Tenants
HARE KRYSTEN, DAWN

liping liu (the 'Landlord') applied for an order to terminate the tenancy and evict RICKY, MANUEL Susa and HARE KRYSTEN, DAWN (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

liping liu (the 'Landlord') also applied for an order requiring RICKY, MANUEL Susa and HARE KRYSTEN, DAWN (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

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

Only the Landlord attended the hearing.

As of 12:50 p.m., the Tenants were 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 reschedule 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 in the application. Therefore, termination of the tenancy and eviction is ordered. The Landlord clarified that at this hearing she is seeking termination of the tenancy, eviction, and reimbursement for costs of bringing this application. No evidence was led by the Landlord regarding out-of-pocket expenses, so this matter is not

addressed in the order. The Landlord noted that she has a further application before the LTB addressing arrears of rent.

2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On August 4, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on August 4, 2025. The notice of termination contains the following allegations: the Tenants made unauthorized alterations to the property by building a shed without permission, they left items scattered around on neighbouring properties, and they parked their car on their neighbours' yard. These allegations took place from May 2 to August 4, 2025.
4. The Landlord testified that she took photographs, which she uploaded into the portal, showing the blocked driveway, the illegally constructed shed, and the accumulation of garbage. The photos she uploaded were taken from the driveway, as the Tenants would not allow her access to the property, and they reflected the situation as of the date of the allegations in the N5.
5. The Landlord provided information, filed in the portal, that she had received complaints regarding the blocked access and safety concerns from other tenants as well as from individuals attending the property in a professional capacity.
6. The Landlord stated that on multiple occasions the Tenants entered and used neighbouring property without permission, including parking vehicles on neighboring lands. The Landlord recorded this on video and uploaded it to the portal.
7. In addition to the concerns above, the Landlord indicated that she had provided the Tenants with written notices of entry for the purpose of inspection, maintenance, repairs and municipal compliance work, but the Tenants refused entry, resulting in delayed compliance, additional property damage, and increased safety damage. It was difficult for the Landlord to ascertain the full extent of the changes and damages due to the Tenants refusing entry, but the Landlord determined that the Tenants stored flammable and hazardous materials on the property, which became an issue of municipal concern and eventually a compliance occurrence. The Landlord testified that on one occasion a tenant called the fire department because of fire on the Tenants' premises.
8. The Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Costs

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

10. 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 Landlord testified that she had discussions with the Tenants who had agreed to vacate the premises and sign an N11 to that effect. As of the date of the hearing they had not signed the N11. Prior to that she had engaged in further discussions leading towards an amicable termination, but these were also unsuccessful. She testified and filed documentation in the portal confirming one of the Tenants admitted to carrying on a business at the premises which resulted in some of the activities forming the basis of the N5. The Tenants did not attempt to remedy the concerns raised in the N5 and continued with their behaviours which impacted the Landlord's rights and the rights and enjoyment of the premises by other tenants. I am satisfied that a conditional order would not be successful in resolving the issues, given the continued intransigence in attempting to solve the problems up to the date of the hearing. Further, the Tenants were not present to provide any information that would suggest it would be unfair to grant relief from eviction.

11. This order contains all of the reasons within it. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenants must move out of the rental unit on or before January 19, 2026.
2. If the unit is not vacated on or before January 19, 2026, then starting January 20, 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 20, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 20, 2026, at 4.00% annually on the balance outstanding.

January 8, 2026

Date Issued

Stephanie Ball

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 20, 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.

