



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2381353 ONTARIO INC. v Stefurak, 2026 ONLTB 3994

Date: 2026-01-16

File Number: LTB-L-022791-24

In the matter of: 304, 1136 DUPONT ST
TORONTO ON M6H2A2

Between: 2381353 ONTARIO INC. Landlord

And

Jacquie Stefurak Tenant

2381353 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Jacquie Stefurak (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 January 8, 2026.

The Landlord, Dominic Serafino, the Landlord's representative Nicolina Camarda and the Tenant attended the hearing. Maribel Barrios, Geza Rendes and Justin Khan attended as witnesses for the Landlord.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 12, 2023, the Landlord gave the Tenant a first, voidable N5 notice of termination (the 'First N5 Notice') The Landlord alleged in that First N5 Notice that the Tenant smashed a neighboring tenant's bird feeder. A video was produced at the hearing showing the Tenant using a hockey stick to smash the bird feeder sitting on the windowsill of the neighboring tenant. 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 March 7, 2024, the Landlord gave the Tenant a second N5 notice of termination (the 'Second N5 Notice'), which contains the following allegations:
 1. The Tenant harassed other tenants by swearing and asking them for money on or about February 4-18, 2024 and ongoing.
 2. The Tenant harassed the Landlord's contractor by asking him for money on February 9, 2024.
 3. The Tenant's smoking disturbed other Tenants and they complained to the Landlord on March 1, 2024 and ongoing.
5. Regarding the 'ongoing' nature of the Landlord's allegations, the Divisional Court in *Ball v. Metro Capital Property* [2022] O.J. No. 5918 (Ont. Civ. Ct.) is clear that a notice of termination must specifically set out the reasons and details respecting termination, and particulars should include dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct. In this case, I did not permit the admission of any evidence regarding other incidents other than those specifically claimed because the Tenant had no notice of details or particulars to understand what other dates and times the disputed conduct occurred.

Asking for Money

6. The Landlord, Dominic Serafino, testified that he received numerous complaints through his superintendent about the Tenant asking people for money.
7. The Landlord's evidence in this case was almost entirely hearsay and without particulars.
8. He personally was told by his contractor and another tenant, Dorthea, that she asked them for money. Other than the contractor's complaint, he could not say when the Tenant engaged in this conduct. He could not recall Dorthea's last name. He could not recall dates and times.
9. The Landlord produced typed letters, dated the same date, signed by several people who are allegedly tenants in the residential complex. While I admitted them into evidence, because section 15 of the *Statutory Powers and Procedures Act* R.S.O. 1990 states any evidence, oral, documentary or otherwise is admissible if relevant. However, I follow the Divisional Court case of *Manikam v. Toronto Community Housing Corporation, 2019 ONSC 2083*, and give the letters no weight because they are neither reliable nor necessary. I find that the Landlord took no effort to subpoena these witnesses, and provided no information that would suggest it was necessary to accept their unsworn written statements as the basis for the Tenant's eviction, thereby depriving the Tenant of her procedural fairness, namely the ability to cross-examine those witnesses.
10. The Contractor, Geza Rendes, testified that the Tenant called him and asked him for money on February 9, 2024. He is unsure how the Tenant got his number, but thinks the Landlord gave it to her. He could not say why she asked him for money, and they spoke only 2 minutes.

11. The Landlord asserts that everyone who was asked for money is uncomfortable around the Tenant and that the behaviour is inappropriate. He claims Dorteia is scared. This evidence is also hearsay, and none of these people testified. For the same reasons as above, I do not accept as reliable or necessary the Landlord's view on how they feel about being asked for money. Mr. Rendes did not testify that he was uncomfortable or scared. I accept the Tenant's unchallenged testimony that he came to her rental unit a number of times afterwards to complete maintenance work.
12. Justin Kahn, a neighboring tenant, testified that as far as he recalls no incidents of money requests, swearing or smoking occurred that he could testify about in February or March of 2024.
13. The Tenant denied asking anyone else for money and does not recall calling Geza Rendes. However, I am persuaded by Mr. Rendes' clear and consistent testimony that, regardless of how she obtained his phone number, the Tenant called him to ask him for money.
14. Given the lack of direct evidence or necessary hearsay, I find that the Landlord failed to prove the Tenant asked anyone, except Geza Rendes, for money. Asking someone for money is not inherently harassing. Although the Tenant likely did ask the contractor for money, there is no evidence he was impacted meaningfully by that request.
15. Interference with a Landlord's lawful rights, privileges and interests has to be something more than a simple request to amount to *substantial* interference. Moreover, while behaviour that is unwelcome may be considered bothersome, behaviour that is egregious is necessary in my view to make a finding of harassment. This situation does not rise to that level.

Swearing

16. The allegation of swearing is also entirely hearsay. The superintendent Mirabel Barrios testified that she received a complaint on February 24, 2024 that the Tenant swore at Megan Khan the tenant from unit 303, in the stairwell, saying "go [F¹] yourself". Megan Khan, who attended the hearing room before the hearing, did not stay to testify.
17. The Tenant's response to this allegation was mixed. At one point she stated that "if I swore at her she swore at me", which I find to be non-committal. At another point she stated this did not mean she agreed she did that, and there is no proof she did swear at anyone. I accept the Tenant's testimony that the Landlord did nothing to investigate this claim, did not speak to the Tenant or send an official letter asking her to desist, prior to serving the second N5 Notice.
18. Justin Kahn, the neighboring tenant, testified that as far as he recalls no incidents of money requests, swearing or smoking occurred that he could testify about in February or March of 2024.
19. Without Megan Kahn present to be cross-examined, I accept the direct testimony of the Tenant over Ms. Barrios' less reliable hearsay evidence. I find therefore that on a balance

¹ Redacted for discretion.

of probabilities, there is insufficient evidence to prove the conduct. This event, if it happened, may more likely have been an equal exchange of words.

20. Accordingly the Landlord has failed to prove on a balance of probabilities that the Tenant substantially interfered with the reasonable enjoyment of another Tenant or the Landlord's rights, interests and privileges by swearing.

Smoking

21. Regarding the allegation of smoking, the tenancy agreement produced in evidence, which governs the Tenant's previous tenancy in unit 308, is silent regarding smoking. The Tenant moved to 304 and was not required to sign a new agreement, therefore, in essence, there is no written tenancy agreement and therefore no smoking prohibition. The previous agreement references Rules and Regulations, but none were provided by the Landlord.
22. Ms. Barrios testified that she received numerous complaints over the years about the Tenant's smoking and many complaints in March of 2024. She could not give specific dates but stated every rental unit on the floor complained verbally. She provided no particulars about those complaints such as the date and times smoking happened. None of the other tenants testified as to smoking incidents or to the impact of the smoking upon them.
23. Justin Kahn, a neighboring tenant, testified that as far as he recalls no incidents of money requests, swearing or smoking occurred that he could testify about in February or March of 2024.
24. The Tenant agrees she smoked. She testified she has been smoking in the rental unit since she moved in, and she makes efforts to mitigate smoke dispersal, by blocking the entrance door with a draft stop, and by smoking in the bathroom with the fan or by her open window.
25. The Courts are clear that there is no absolute right to smoke in a rental unit simply because it is not prohibited in a tenancy agreement. Where smoking substantially interferes with or disturbs other tenants a Landlord has the right and duty to mitigate that impact, whether by preventing smoke from spreading, or serving an N5 notice of termination when, after escalating efforts, the Tenant refuses to modify behaviour.
26. Proving the Tenant was smoking is only the first hurdle. The Landlord must also prove on a balance of probabilities that smoking substantially interfered with other tenants' reasonable enjoyment of the residential complex.
27. The Landlord in this case proved no impact as a result of the Tenant's smoking and gave no particulars as to the complaints made. No LTB applications have resulted from those other tenants. No letters were sent by the Landlord to the Tenant asking for a modification of behaviour. Ms. Barrios testified that when she confronted the Tenant about her smoking in early March, 2024 she only asked her to open a window. Ms. Barrios said the Landlord has been 'lenient'. I take this to mean the Landlord has acquiesced to the smoking.
28. Without particulars and without testimony from the other tenants as to if and how the smoke disturbed them, I cannot find that the Landlord met their burden in this case to

prove the Tenant substantially interfered with other tenant's enjoyment of the residential complex or with the Landlord's rights interests and privileges.

Conclusion

29. Based on the evidence before me, in accordance with the weight I have given that evidence, I find that the Landlord failed to prove on a balance of probabilities that Tenant substantially interfered with another tenant's reasonable enjoyment of the residential complex, or the Landlord's lawful rights, privileges or interests by asking for money, swearing or smoking. The Landlord's application will therefore be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 16, 2026

Date Issued

Julie Broderick

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.