



Order under Section 69 Residential Tenancies Act, 2006

Citation: Williams & McDaniel Property Management v Mathieu, 2026 ONLTB 5624

Date: 2026-01-22

File Number: LTB-L-079618-25

In the matter of: 103, 525 COOPER ST
SAULT STE. MARIE ON P6C4W3

Between: Williams & McDaniel Property Management Landlord

And

Hailey Mathieu Tenant

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Hailey Mathieu (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. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 13, 2026.

The Landlord's agent, Christina Maneiro, the Landlord's representative, John Anderson, and the Tenant attended the hearing.

Determinations:

Preliminary Issue

Adjournment request

1. Tenant duty counsel, Ethan Quan, appeared on behalf of the Tenant with respect to the Tenant's request to adjourn the hearing to obtain legal representation. He stated that the Tenant had just turned eighteen, was aging out of CAS care and had addiction issues. He stated that the Tenant suffered from mental health issues, including anxiety, and had not fully appreciated how daunting it would be for her to appear before the Board without representation.

2. The Landlord's representative opposed the adjournment request, stating that there were ongoing behavioural issues with the Tenant. He stated that while this application was based on a second N5 notice, a third N5 notice had also been served.
3. For the following reasons, I denied the Tenant's adjournment request. While I agree that it can be daunting to appear before the Board, the Board's file indicates that the Board emailed the Tenant on September 23, 2025 to advise that the Landlord had commenced an application against her. Furthermore, the Board's file confirms that the Notice of Hearing and Application was mailed to the Tenant on December 5, 2025, deemed served on December 10, 2025. In my view, the Tenant has had ample time to retain legal assistance prior to the hearing.

The application

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. It was undisputed that on May 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. By doing so, 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).
7. On September 19, 2025, the Landlord gave the Tenant a second N5 notice of termination alleging that on August 20, 22 and September 13, 2025, the Landlord observed that the Tenant had left garbage bags on her patio instead of properly disposing of them in the designated bins.

Landlord's evidence

8. The Landlord's agent stated that she is the building manager. She stated on May 13, 2025, the Landlord gave the Tenant a letter [Doc 7061479, page 2] stating that there was clutter and garbage on the Tenant's patio, as well as dog feces in the yard which had not been picked up. The letter said that the failure to keep her patio clean affected the curb appeal of the building and enjoyment of other residents. The Tenant was provided until May 20, 2025 to clean her patio.
9. The Landlord's agent produced an incident report [Doc 7061479, page 3] dated May 27, 2025 which she prepared after noting that the Tenant had not pick up the dog feces in the yard.
10. The Landlord's agent produced two photographs of the Tenant's patio taken by her on May 23, 2025 [Doc 7061479, pages 4 and 5]. The photographs show a dog crate stored on one side of the patio, together with a small, overturned garbage bin and several pieces of garbage on the lawn.
11. A first N5 notice was subsequently given to the Tenant on May 29, 2025.
12. The Landlord's agent confirmed that there were no further incidents until August 20 and 22, 2025. The Landlord's agent produced incident reports [Doc 7061479, pages 6 and 8] dated August 22, 2025 which she prepared after noting that there were garbage bags on the

Tenant's patio. She said the second incident was prepared because the Tenant did not clean up the patio despite the Landlord's August 20, 2025 letter [Doc 7061479, page 7] asking the Tenant to properly dispose of waste in the designated bins and immediately clean up her patio.

13. The Landlord's agent produced a further incident report dated September 13, 2025 [Doc 7061479, page 9] which she prepared after noting that there were more garbage bags left on the patio. She produced a photograph of the Tenant's patio which she took on September 13, 2025 [Doc 7061479, page 10] which shows, an overflowing garbage bin, some small white garbage bags, a red plastic container, a large water bottle and a mop piled at one side of the patio.
14. The second N5 notice was subsequently given to the Tenant on September 19, 2025.

Tenant's evidence

15. The Tenant does not deny that there was garbage and other items left on her patio. She explained that she has addiction issues and that after she relapsed in February 2025, she was not looking after the unit or herself. She said that she went to stay with her grandmother in August 2025 in order to recover. She said that although she stayed with her grandmother from August to November 2025, she did return to the unit periodically to pick up clothes and personal items. During that time, she discovered that her partner was entering the unit in her absence and placing garbage and items on the patio.
16. The Tenant stated that she has now recovered, has cleaned up the patio and is maintaining it. She also said that she no longer has a dog.

Analysis

17. Based on evidence before me, I am satisfied that the Tenant or a person permitted in the residential complex by the Tenant placed garbage and household items on the patio, despite requests from the Landlord that they not do so.
18. I do not find, however, that this conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex or with a lawful right, privilege or interest of the Landlord. I say this for the following reasons.
19. First, while the Landlord's letters to the Tenant regarding use of the patio state that only patio furniture should be stored on the patio, the Landlord did not produce a copy of the tenancy agreement. As such, I am unable to determine if the tenancy agreement contains express rules regarding the patio, including what items can be stored thereon.
20. Second, while the Landlord's letters state that garbage and items stored on the patio (other than patio furniture) affects the curb appeal of the building and enjoyment of other residents in the building, there is no evidence of complaints from other tenants about the appearance of the Tenant's patio nor how diminished curb appeal was substantially interfering with the Landlord's interest (e.g. was it affecting the Landlord's ability to rent units in the building).
21. Third, although the Landlord's letters advise the Tenant that leaving garbage unattended can attract rodents and other animals, there is no evidence before me that there was a pest

infestation or that the Landlord received complaints about unwanted animals in or around the residential complex.

22. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 22, 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.