



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

File Number: LTB-L-083089-25

In the matter of: 108, 1309 WILSON AVE
NORTH YORK ON M3M1J4

Between: BIDDINGTON PROPERTY MANAGEMENT CORPORATION Landlord

And

CALVERT DOWERS Tenant

BIDDINGTON PROPERTY MANAGEMENT CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict CALVERT DOWERS (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.

Only the Landlord's representative, Geoff Paine, and the Landlord's agent, Gobal Ailwaganam, attended the hearing.

An occupant of the rental unit, Neachia Stephen, had originally attended the hearing at 3:08 p.m., but had no written authorization to speak on the Tenant's behalf. I stood the matter down and informed the Ms. Stephen that if she did not return by 3:30 p.m. with either written authorization or the Tenant, the matter would be heard uncontested. Ms. Stephen had confirmed that she understood.

As of 3:32 p.m., 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 and the claim for compensation in the application. However, the tenancy shall continue if the Tenant meets the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On May 20, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, with the termination date of June 19, 2025. The first N5 was related to the Tenant substantially interfering with the Landlord or other tenants' reasonable enjoyment of the residential complex by improperly parking their commercial cube truck on the driveway of the outdoor parking lot on May 20, 2025. The Landlord adduced evidence at the hearing to support the Tenant had parked their commercial cube truck improperly on May 20, 2025. The Landlord submitted photographs of the incident, which supported their claim. 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 August 22, 2025, the Landlord gave the Tenant a second N5 notice of termination, with the termination date of September 21, 2025. The notice of termination contains the following allegations: on August 21, 2025, at 11:16 a.m., the Landlord photographed the Tenant's commercial truck parked in a visitor parking spot in the outdoor parking lot.
5. The Landlord adduced evidence at the hearing to support their claim that the Tenant's commercial truck was parked in a visitor parking spot. The Landlord further testified that by parking improperly, or in a visitor's parking spot, the Tenant has substantially interfered with the Landlord or other tenants' reasonable enjoyment of the residential complex. The Landlord testified that when the Tenant parks improperly, it makes it difficult for other tenants to drive around him. Also, when the Tenant parks in the visitors parking spot, visitors of other tenants are unable to utilize that space.
6. Based on the uncontested evidence of the Landlord, I am satisfied that the Tenant has substantially interfered with the reasonable enjoyment of the Landlord or other tenants in the residential complex by improperly parking their truck in the parking lot and also by not using his assigned parking spot.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

8. 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. The Landlord was agreeable to a conditional order, in which the tenancy continued if the Tenant stopped improperly parking their vehicle and used their assigned parking spot.

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 improperly park their vehicle in the parking lot from February 1, 2026 to January 31, 2027. This includes not using the visitor parking spot.
3. The Tenant shall also use their assigned parking spot from February 1, 2026 to January 31, 2027.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 or 3 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Vishal Nanda
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.