



Order under Sections 69 and 89 of the Residential Tenancies Act, 2006

Citation: Naydenov v Fletcher, 2026 ONLTB 6687

Date: January 19, 2026

File Number: LTB-L-086951-25-HR

In the matter of: 2, 135 Mississauga Street West
Orillia, ON L3V3B2

Between: Stanko Naydenov Landlord

and

Natasha Fletcher and Brisan Barnes Tenants

HEARING ORDER

On October 18, 2025, Stanko Naydenov (the 'Landlord') applied in a N5/N7-based L2 application seeking an order to terminate the tenancy and evict Natasha Fletcher and Brisan Barnes (the 'Tenants') because the Landlord claimed the Tenants, someone visiting or living with them, or someone the Tenants permitted in the residential complex:

- substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- wilfully or negligently caused damage to the premises;
- seriously impaired the safety of any person and the act or omission occurred in the residential complex; and
- wilfully caused undue damage to the premises.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The Landlord claimed the damage was caused wilfully or negligently by the Tenants, someone living or visiting them, or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on December 16, 2025. The Landlord attended with his fiancée Ralitsa Ivanova. As of 12:32pm (the hearing was scheduled to start at 9am), the Tenants were not present or represented at the hearing although property served with notice of the hearing by the LTB by mail on November 17, 2025. There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Substantial Interference Proven

1. As explained below, the Landlord proved on a balance of probabilities the grounds for termination of the tenancy based upon the 1st and 2nd N5 notices of termination; **therefore the tenancy is terminated effective January 30, 2026.**
2. I am satisfied based on the uncontested submissions of the Landlord's fiancée Ms. Ivanova, and the certificate of service, that on April 16, 2025, Mr. Ivanova served the 1st N5 by handing it to the Tenant Mr. Barnes.
3. I raised concerns that there was no proof of service of the 1st N5 upon the joint Tenant Ms. Fletcher. Ms. Ivanova advised that she had served the joint Tenant by handing the N5 package to Mr. Barnes. As a lay person, she thought she must put only Mr. Barnes' name on the certificate since that was who she handed the documents to.
4. She advised both N5 notices and N7 notice had all been served on the joint Tenant in the say way – by handing it to the adult at the rental unit. I saw no prejudice to allow the other certificates of service to be filed by end of hearing day. I was satisfied from the Board's file that Ms. Ivanova uploaded the required 3 certificates of service by end of hearing date.
5. The 1st N5 Notice claimed the Tenants substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex, and that the Tenants wilfully or negligently damaged the rental unit or residential complex. The 1st N5 provided 7 days for the Tenants to stop the activities complained of, and to pay \$500.00 in damages. The notice also claimed there are more people living in the rental unit than permitted by health, safety, or housing standards. The Tenants were provided 7 days to reduce the number of people living in the rental unit to 2. The Tenants were provided a termination date of May 7, 2025. I find the 1st N5 complied with section 64 of the *Residential Tenancies Act, 2006* (the 'Act').
6. The details complained of within the 1st N5 included allegations that the Tenants failed to repair the broken stair railing, the Tenants left garbage on the property (pictures attached) which multiple neighbours have complained about, and that there was excessive noise and frequent comings and goings from the rental unit, which concerned the neighbours and other tenants.
7. The Landlord proved at least 1 claim on the 1st N5. I was satisfied by the testimony of Ms. Ivanova, accompanied by pictures of the door leading to this rental unit, that garbage was left by the Tenants by their stairs and doorway area on April 8, 2025 around 5:50pm.
8. This behaviour was not voided by the Tenants because they failed to clean up the garage during the voiding period (between April 17 to April 23, 2025). The Landlord continued to received garbage complaints from their other tenants that live in the same complex after the voiding period. The Tenants also failed to pay \$500.00 for damages or to fix the stair railing. I find that this behaviour was a substantial interference of the Landlord's and other tenants' reasonable enjoyment of the residential complex.

9. Ms. Ivanova testified that a 2nd N5 was served after the voiding period of the 1st N5, but within 6 months. I was satisfied based on the certificates of service that the Tenants were served with the 2nd N5 on September 16, 2025. They were given a termination date of October 2, 2025, which complied with section 68 of the Act.
10. The 2nd N5 claimed multiple police visits to the rental unit on September 15 and 16, 2025, the failure to remove garbage on September 15, 2025, even though the Landlord provided the Tenants with \$20.00 to assist them to do so. Contemporaneous documents were attached including a letter to the Tenants.
11. Ms. Ivanova testified that she and her fiancée do not live at the rental unit, but they frequently receive calls from their other tenants at the same complex, as well as neighbours across the rental unit, who advise there are domestic issues going on between the Tenants, numerous disturbances resulting in a neighbour calling the police to attend, and frequent garbage still left outside the rental unit door. The Landlord and his fiancée also frequently attend the rental unit when they receive a complaint call, and see the garbage and other issues, and are given photos of the garbage and similar complaints by the other tenants and neighbours.
12. Based on the uncontested testimony of Ms. Ivanova, the hearsay evidence, and the disclosed pictures, I am satisfied that the Tenants substantially interfered with the Landlord and other tenants by leaving garbage at the residential complex in mid-September, 2025 as alleged in the 2nd N5. This was a substantial interference with the Landlord and other tenant's reasonable enjoyment of the residential complex.

Serious Impairment of Safety Not Proven

13. I raised a preliminary concern that some claims in the N7 lacked adequate details. I only allowed the claim about verbal threats made by the Tenants to other tenants.
14. I am satisfied that the N7 was served on the Tenants on October 17, 2025, based on the certificates of service. It claimed the Tenants' behaviour caused a serious impairment of safety of another person which occurred at the residential complex. The N7 provided a termination date of October 28, 2025, which complied with section 66 of the Act.
15. Ms. Ivanova testified that other tenants Kathy Chamber and Melanie Gionet had made complaints that the Tenants had threatened physical violence against them. In an altercation on October 16, 2025 at 5pm, the Tenants threatened to "punch their faces". This was due to a dispute involving dog feces. Mr. Ivanova testified that she had received complaints from the other tenants that the Tenants were failing to remove dog feces from their large dog. On that day, the Tenants accused Kathy Chamber of throwing dog feces at her window. That is when the Tenants confronted their neighbours and threatened to punch their faces. The police were called.
16. Ms. Ivanova testified that Kathy is 77 years old, can barely walk, and had assured the Landlord and Ms. Ivanova that she had not been throwing any feces at the Tenants' windows. The other tenants and neighbours were too scared to testify at the hearing and were not even comfortable writing anonymous letters regarding this incident, because they are afraid of the Tenants.

17. Based on the uncontested testimony of Ms. Ivanova, I accept her hearsay evidence that the Tenants made verbal threats to the other tenant. However, I am not satisfied that this behaviour rose to the level of a serious impairment of safety. The police were called but there is no evidence any Tenant was charged with any criminal offences such as uttering death threats, assault, mischief, etc. As a result, the Landlord did not prove the allegations from the N7 notice. While a criminal charge is not always necessary, for the behaviour to rise to the level of a serious impairment of safety, I am not convinced based on just the verbal testimony, that this claim was proven.

Damage Claim Cannot be Adjudicated

18. I determined that I was unable to proceed with the monetary damage claim of \$3,000.00 in the L2 application, because of lack of disclosure and particulars. Ms. Ivanova admitted the claims and corresponding pictures were not properly detailed or disclosed to the Tenants in accordance with Rule 19.

No Relief from Eviction Granted

19. Having proven the claims in the 2nd N5 notice of termination regarding substantial interference, the Landlord requested a standard order. They advised these Tenants caused numerous disturbances with other tenants in the same complex and with neighbours across the rental unit for many months.
20. The Landlord has tried to help the Tenants many times by extending deadlines to clean up garbage, giving money to the Tenants to facilitate proper garbage collection, giving them clear garbage bags as required by the City of Orillia since they do not accept the black bags the Tenants were using (as shown in the pictures attached to the N5 notices of termination), and by trying to work with the Tenants. At this point, they do not trust the Tenants to comply with any conditional order. They feel the Tenants are disengaged from the Landlord and have not even attended the hearing to attempt to negotiate a settlement, which Ms. Ivanova was willing to try if they had attended. The Landlord and his fiancée are stressed, constantly receive phone calls of complaints from other tenants, and worried about escalating threats of violence at the residential complex.
21. Ms. Ivanova advised the Tenants are recipients of ODSP. She did not know much else about their circumstances.
22. A last month's rent deposit of \$1,550.00 was collected on December 12, 2024, which is still held by the Landlord.
23. The Landlord did not claim compensation in the L2 application.
24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

- 25. The tenancy between the Landlord and Tenants is terminated. The Tenants must move out of the rental unit on or before January 30, 2026 (standard 11 days from the issuance of this order).**
26. If the rental unit is not vacated on or before January 30, 2026, then starting January 31, 2026 the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
27. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit on or after January 31, 2026.
28. The Landlord shall apply the last month's rent deposit of \$1,550.00 plus any interest owing on the deposit to the last month of the tenancy.
29. The parties shall pay each other any amounts owing as a result of this order.
30. The Tenants shall pay the Landlord \$186.00 in costs to reimburse for the application filing fee because the Landlord was successful on the application.
31. If the Tenants do not pay the Landlord the full amount owing as a result of this order on or by January 30, 2026, then the Tenants will start owing interest on any balance outstanding. This will be simple interest calculated from January 31, 2026 onwards at a rate of 4.00% annually on any balance outstanding.

January 19, 2026
Date Issued

Michelle Tan
Vice Chair, 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 31, 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.