



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

File Number: LTB-L-069010-25

In the matter of: 2, 560 WEST ST S
ORILLIA ON L3V5H6

Between: 1139734 Ontario Inc. Landlord

And

John Bonfield Tenant

1139734 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict John Bonfield (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.

1139734 Ontario Inc. (the 'Landlord') also applied for an order requiring John Bonfield (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant 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 8, 2025.

Only the Landlord's legal representative Dan Schofield, and the Landlord Lea Hellerman attended the hearing.

As of 12:47 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 not proven on a balance of probabilities the grounds for termination of the tenancy nor the claim for compensation in the application. Therefore, the application is dismissed.

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 July 23, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of August 13, 2025. The notice of termination contains the allegations that:
 - July 14, 2025, July 18, 2025, and July 21, 2025, the Landlord spoke to the Tenant about visitors to the rental unit at all hours of the day and night.
 - Visitors to the residential complex are loud.
 - Visitors to the residential complex will knock on neighbours doors to find the Tenant.
4. The Landlord testified that he started getting complaints from other tenants about people coming to visit the Tenant for short periods of time at various hours of the day and night.
5. The inference being suggested by the frequent short visitors is that there is drug activity at the rental unit and the Landlord testified that the police are monitoring the rental unit however, I am without sufficient evidence to make that finding.
6. The Landlord testified that the headlights from the vehicles of the Tenant's guests disturbs other tenants and awakens them. The Landlord's evidence is that individuals coming to visit the Tenant will also honk to announce their arrival causing further disruption. The other tenants of the residential complex are mostly "seniors" aged 65 or older.
7. The Landlord's evidence in relation to the dates of alleged incidents listed in the N5 was sparse and lacked specific details. None of the complaining tenants testified, there were no written complaints, photographs, audio/video recordings, police reports, or other evidence to corroborate the Landlord's testimony.
8. Further, the Landlord's testimony in relation to whether the Tenant voided the notice during the seven-day remedy period is that during the voiding period an ambulance and police were called to the Tenant's unit. A young woman was "pulled out" but the Landlord did not have any further information about the occurrence.
9. The Landlord's evidence in relation to whether the N5 notice was voided was also sparse and unspecific. Despite asserting the police and ambulance attendance occurred during the seven day voiding period, later in the Landlord's testimony he clarified that the ambulance and police attendance was on August 28, which is after the seven-day voiding period.
10. I am without sufficient evidence to find that the Tenant has substantially interfered with the reasonable enjoyment of other tenants as alleged in the N5 notice and there was insufficient evidence to find that the Tenant did not void the notice during the seven day remedy period.

Compensation for Substantial Interference

11. The Landlord claimed compensation for substantial interference however, no evidence was given in relation to the substantial interference being claimed, nor the reasonable out-of-pocket expenses incurred. Accordingly, I find this allegation has been abandoned.
12. The Landlord did not prove the allegations contained in the N5 notice of termination on a balance of probabilities, nor the claim for expenses incurred as a result of substantial interference. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 23, 2026

Date Issued

Kyle McGraw

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.