



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

File Number: LTB-L-069771-25

In the matter of: 606, 634 LASALLE BLVD
GREATER SUDBURY ON P3A1X4

Between: Bocan Enterprises Inc. Landlord

And

Carleen Nilson Tenant

Bocan Enterprises Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Carleen Nilson (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 21, 2026.

An Employee of the Landlord, Boban Nikolic attended the hearing.

As of 11:00 am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 11, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, which contained allegations that the Tenant was wedging the main door of her rental unit open which the Landlord alleges is a privacy and fire issue. 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 10, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the allegation that was wedging the main door of her rental unit open which the Landlord alleges is a privacy and fire issue.
5. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord and the other tenants.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Landlord's Uncontested Evidence

7. The Landlord's Employee, Boban Nikolic testified there are 47 rental units in the residential complex.
8. He testified that on August 7, 2025, the Tenant had her the main door of her rental unit wedged open with some type of wood piece and states this is a fire hazard as it does not provide fire protection in the event of a fire. He states this is the only door to the rental unit.
9. He testified the Tenants rental unit is directly across from the elevator, and he has received complaints from other tenants regarding their privacy as the Tenant watches all their coming and goings with her door wedged open.
10. He provided a photograph of the Tenants main door to her rental unit that shows the door propped open with some type of wood piece. He testified he personally took this photo on August 7, 2025. DOC -7195109.
11. He testified that on August 7, 2025, he spoke to the Tenant and asked her to refrain from keeping the door propped open due to fire hazard concerns and privacy of other tenants. He testified that she complied for a few days.
12. He testified on August 10, 2025, the Tenant had her the main door of her rental unit wedged open with some type of wood piece again.
13. He provided a photograph of the Tenants main door to her rental unit that shows the door propped open with some type of wood piece. He testified he personally took this photo on August 10, 2025. DOC -7193036.
14. He testified on August 10, 2025, he spoke to the Tenant again asked her to refrain from keeping the door propped open due to fire hazard concerns and privacy of other tenants.
15. He testified 30 minutes later he went back to the rental unit and the Tenant had propped open with some type of wood piece.
16. He provided a photograph of the Tenants main door to her rental unit that shows the door propped open with some type of wood piece. He testified he personally took this photo on

August 10, 2025, approximately 30 minutes after he had the conversation with the Tenant to refrain from doing this. DOC -7193029.

Analysis

17. Based on the uncontested testimony and evidence of the Landlord's Employee, I am satisfied, on the balance of probabilities, that the Tenant has substantially interfered with the reasonable enjoyment of another tenant of the residential complex by leaving the main door of her rental unit propped open with a piece of wood which is a fire hazard and an invasion of other tenants' privacy.
18. The Landlord has a responsibility to ensure that the residential complex is free from any fire hazards and to protect the privacy of other tenants in the building.

Relief from Eviction

19. 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.
20. The Landlord was not aware of any personal circumstances of the Tenant.
21. The Tenant is a long-term Tenant who has been residing at the rental unit for approximately twenty years.
22. While I find that there was conduct that substantially interfered with the Landlord's lawful rights, privileges or interests, I find that it would be fair and appropriate to provide the Tenant with an opportunity to correct the behaviour.
23. This order contains all the reasons for the decision. No other reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - a) The Tenant, the Tenants occupantguest will refrain from leaving the main door of the rental unit propped open and will ensure the door remains closed.
2. The conditions set out in Paragraph 1(a) will be in place for a period of one year from the date of this order.
3. If the Tenant fails to comply with the conditions set out in paragraph 1 (a) 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.

4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026, at 4.00% annually on the balance outstanding.

January 26, 2026

Date Issued

Trish Carson

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.