



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098898-25

In the matter of: North basement bedroom, 55 Mockingbird
Cres SW
London ON N6J4S9

Between: Elizabeth Letkemann Landlord

And

Sandra Lynn Letkemann Tenant

Elizabeth Letkemann (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Lynn Letkemann (the 'Tenant') because the Tenant has seriously impaired the safety of any person and the act or omission occurred in the residential complex, and because the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

This application was heard by videoconference on January 21, 2026.

The Landlord's representative Patrick Pacheco, the Landlord's power of attorney Jordan Letkemann, and the Tenant attended the hearing. A social worker assisted the Tenant.

Reasons:

Application of the RTA

1. At the start of the hearing, the Landlord raised the question of whether the Tenant's tenancy is exempt from the *Residential Tenancies Act, 2006* (RTA) pursuant to section 5(i), which exempts units "whose occupant... [is] required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's child or parent."
2. The unit in this case is a bedroom in a basement. The basement has a bathroom and a kitchenette. There is a second bedroom in the basement where the Tenant's son, Mr. Letkemann, lives. The Tenant and Mr. Letkemann share the use of the bathroom and kitchenette. The Landlord, who is the Tenant's mother, lives upstairs in the main part of the house and has her own kitchen and bathroom. The Landlord says that the Tenant uses the upstairs kitchen from time to time, and that this constitutes sharing a kitchen with the Landlord within the meaning of section 5(i).

3. I find that the section 5(i) exemption does not apply to the tenancy. The Tenant is not “required” to share the Landlord’s kitchen. She has a kitchen in the basement which is not shared with the Landlord. Even if she uses the Landlord’s kitchen from time to time, she is not required to do so.
4. The Tenant is required to share the basement kitchen and bathroom with the Landlord’s grandson, Mr. Letkemann. However, a grandchild is not one of the types of family members listed in section 5(i).
5. The Tenant herself, being the Landlord’s daughter, is one of the types of family members listed in section 5(i). However, she does not “share” the kitchen and bathroom with herself. The word “share” in section 5(i) refers to a scenario where a tenant must share a facility with another person who is one of the listed types of family member. It does not exempt a tenancy on the basis that a tenant is themselves one of the listed types of family member.
6. I therefore find that the RTA applies to the tenancy.

Sufficiency of the Notice of Termination

7. The Landlord applies to terminate the tenancy based on an N7 notice of termination. Pursuant to section 43(1) of the RTA, an N7 must identify the rental unit for which it was given. The N7 in this case contained an error: it did not comply with section 43(1) because it only listed the address of the house, and did not identify the rental unit.
8. Section 212(2) of the RTA provides that an error in a notice does not invalidate the notice if the error does not significantly prejudice a party’s ability to participate in a proceeding. In this case, the Tenant acknowledges that she knew the N7 pertained to her unit and was not prejudiced by the omission of the unit identification. I therefore find that the N7 was valid.
9. The Landlord’s application also incorrectly identified the subject unit as the whole address of the property. The application is amended to refer to “North basement bedroom,” which the parties agree is an accurate description of the unit which distinguishes it from Mr. Letkemann’s unit, which would be the South basement bedroom.

Settlement

10. After I made the above findings, the parties reached a settlement and requested that the following order be issued on consent.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after August 1, 2026.
4. For the remainder of the tenancy:
 - a) The Tenant shall not directly contact Jordan Letkemann, except by email or text message, and only for purposes relevant to the tenancy.
 - b) The Tenant shall not go upstairs, except to do laundry on Tuesdays and Saturdays, and to use the front door.
 - c) The Landlord shall move the camera in the basement to the hallway between the furnace room and Mr. Letkemann's bedroom, facing towards Mr. Letkemann's bedroom.
 - d) Mr. Letkemann shall check the shared mailbox on Mondays, Wednesdays, and Fridays, and shall promptly deliver the Tenant's mail to her.
 - e) The Landlord shall provide the Tenant with internet access.
5. If the Tenant fails to comply with the conditions set out in paragraphs 4(a) and (b) 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 earlier than July 31, 2026. 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.

January 29, 2026
Date Issued

Dale Whitmore
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on February 1, 2027 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.

