



Order under Section 69 Residential Tenancies Act, 2006

Citation: RIOUX v ST-AMOUR, 2026 ONLTB 9147

Date: 2026-01-29

File Number: LTB-L-077648-25

In the matter of: 2 BASEMENT, 169 SIMCOE ST
SUDBURY ON P3C3L4

Between: MELISSA RIOUX Landlord

And

ROGER ST-AMOUR Tenant

MELISSA RIOUX (the 'Landlord') applied for an order to terminate the tenancy and evict ROGER ST-AMOUR (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes; and
- 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 22, 2026.

Only the Landlord's Legal Representative, Angie Gravelle and the Landlord attended the hearing.

As of 9:49 a.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:

The L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,500.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$10,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$44.66 is owing to the Tenant for the period from November 1, 2024 to January 22, 2026.
10. The Landlord's Legal Represented submitted dates and times that she proposed a payment arrangement with the Tenant and the Tenant failed to respond.
11. Ms. Gravelle also advised me that she was not aware of any circumstances that I should be aware of regarding the Tenant under section 83 of the Act.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

The L2 Application

13. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant shall vacate the rental unit by February 9, 2026.
14. By way of background, this is a residential complex with a main floor where the Landlord and her children reside and there is a basement apartment where the Tenant resides.
15. The Tenant was in possession of the rental unit on the date the application was filed.
16. On August 15, 2025, the Landlord served the Tenant a first, voidable N5 notice of termination deemed served on August 20, 2025. This N5 alleges that the Tenant continues to smoke marijuana in the basement apartment and in the residential complex and that the Tenant, his girlfriend and their dog continue to cause significant noise disturbances during the day and the night.
17. The Landlord testified that there is no smoking whatsoever in the residential complex and the Tenant was advised of that prior to renting the basement. The Landlord's children suffer from asthma and any type of smoke aggravates their medical conditions. She stated that she had been sending messages to and advising the Tenant that he must stop smoking cigarettes and/or marijuana in the house as it makes her children very sick. She sent messages to the Tenant on March 16, 2025, May 26, 2025, June 6, 2025 and

fourteen more dates up until July 31, 2025 telling the Tenant that his actions are hurting her children.

18. Despite her continuous warnings to the Tenant, the Tenant continued smoking cigarettes and/or marijuana in the residential complex. The Tenant's actions caused her children's asthma to worsen and her pediatrician warned her of the dangers of second hand smoke.
19. The Landlord stated that the Tenant's response was that he "threatened to drag out the legal process for 3-5 years while withholding rent."
20. The Landlord also stated that the Tenant and his girlfriend caused significant noise disruptions mainly in the middle of the night when the Tenant and his girlfriend were fighting with each other, yelling and swearing at each other, their dog was barking and whining and these episodes really scared her children. She listed approximately 6 dates when she and her children were awakened by the Tenant's yelling and banging on the walls.
21. The Landlord was asked how the Tenant has been behaving since this application was filed. The Landlord stated that after filing this application on September 16, 2025, the Tenant continued to smoke cigarettes and marijuana in the house and he continued to cause the noise disturbances. She stated that in late September of 2025, the Tenant threatened her and she was very afraid for her children and herself. She stated that she contacted the police and told them everything that had been going on. She stated that criminal charges were filed against the Tenant on October 4, 2025.
22. The Landlord stated that the Tenant was ordered to stay away from 169 Simcoe Street and that he was unable to return. She stated that he attended the house once with the police to retrieve some personal affects but since that date, he has not returned to the basement unit.
23. The Landlord testified that this past year has been very stressful dealing with the Tenant's behaviour and that she is hopeful that her children's medical health will improve again soon.
24. Section 64(1) of the Act allows a landlord to give a notice of termination based on substantial interference with the reasonable enjoyment of the residential complex. Section 64(2) provides that a notice of termination shall set out the grounds for the termination.
25. I am satisfied that the Tenant's smoking of cigarettes and/or marijuana in the residential complex has substantially interfered with the Landlord's reasonable enjoyment of the home. The Tenant's behaviour has caused serious effects to the Landlord and her family.
26. 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:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 9, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$8,725.18 See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting January 23, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 9, 2026, then starting February 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 February 10, 2026.

January 29, 2026
Date Issued

Carrie Bertrand
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 expires on August 10, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To January 22, 2026	\$10,271.04
Less the amount of the last month's rent deposit	-\$1,544.86
Total amount owing to the Landlord	\$8,725.18
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$49.32 (per day)