



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-067494-25

In the matter of: 4, 5600 CLARENCE DR
WINDSOR ON N8T1M8

Between: Windsor Essex Community Housing Corporation Landlord

And

Donna Dungy Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Donna Dungy (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.

This application was heard by videoconference on December 3, 2025.

Only the Landlord's Representative, Madeline Whitworth, and the Landlord's Agent, Rafat Abu Al Haija, attended the hearing.

As of 10:17 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant will terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.

1st and 2nd N5 Notice of Terminations – Substantial Interference

3. On June 27, 2025, the Landlord served the Tenant with a N5 Notice alleging that on June 17, 2025, the Tenant substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests by failing to have electricity inside the rental unit, as required in the terms of the lease agreement, which was discovered upon inspection of the unit.

4. Section 68(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord may give a tenant notice of termination of the tenancy if, a notice of termination was given to the tenant under section 62, 64 or 67, and more than seven days but less than six months after the notice mentioned in clause

(a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61(1) and that involves an illegal act, trade, business or occupation described in clause 61(2) (a).

5. Pursuant to section 68(1) of the Act, the Landlord served the Tenant with a second N5 Notice on August 5, 2025. The Landlord's application is based on the second N5 Notice. Accordingly, the Landlord need not prove the truthfulness of the allegations in the first N5 Notice, only that it is valid it meets the statutory requirements contained in section 64 of the Act. I am satisfied that it does.
6. The Landlord's provided oral testimony to support the allegation in the N5 notice.
7. I find that the oral testimony regarding the inspection of the unit supports the allegations outlined in the first N5 Notice. I am therefore satisfied that there was a reasonable basis for the Landlord to serve the first N5 Notice on June 17, 2025. As a result, the Landlord was entitled to serve the second, non-voidable N5 Notice on August 5, 2025, in accordance with subsection 68(1)(a).
8. In the second N5 Notice, Landlord alleges on July 30, 2025, upon a follow-up inspection of the rental unit, the electricity had not been reconnected despite the previous notice.
9. The Landlord's Agent, Rafat Abu Al Haija, testified that they conducted the inspection and confirmed that the hydro had been disconnected, likely for some time, and that each tenant is responsible to provide utility services inside the rental unit as part of the terms of the lease agreement.
10. The Landlord's agent said they have attempted to contact the Tenant several times with no response from the Tenant. They also submitted that the Tenant's subsidy has been removed and the Landlord is unsure if the Tenant is still living in the unit. To the date of the hearing, the hydro inside the rental unit has still not been restored.
11. The Tenant did not attend the hearing to provide evidence or to contest the evidence of the Landlord.

12. I accept the Landlord's evidence which establishes the allegations in the notice and the disconnection of hydro inside the rental unit, which violates of the terms in the lease agreement.
13. Based on the Landlord's uncontested evidence before me, I am satisfied the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant by failing to provide electricity inside the rental unit as required by the lease agreement.

Relief from Eviction

14. The issue to be determined is whether, notwithstanding the breaches of the Act, it would be unfair in all the circumstances to grant relief from eviction.
15. The Landlord requested an order terminating the tenancy.
16. 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 Tenant did not attend to give evidence of their circumstances and the Landlord as not aware of any circumstances of the Tenant that would cause me to delay or deny an eviction.

Daily Compensation, Rent Deposit and Costs

17. The Landlord's representative testified that they have an existing L1 application filed, and the arrears of rent and last month's rent deposit will be dealt with in that application and is no longer seeking daily compensation. Daily compensation and last month's rent will not be part of this order.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 February 7, 2026.
2. If the unit is not vacated on or before February 7, 2026, then starting February 8, 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 February 8, 2026.
4. The Tenant shall also pay the Landlord compensation of \$40.50 per day for the use of the unit starting December 31, 2025 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.

7. If the Tenant does not pay the Landlord the full amount owing on or before February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Colette Myers
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 August 8, 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.