



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-066910-25

In the matter of: 404, 166 LOUIS ST
SUDBURY ON P3B2H3

Between: Greater Sudbury Housing Corporation Landlord

And

Sheldon Hewlett Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sheldon Hewlett (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 November 19, 2025.

Only the Landlord's Agent, Suzette Pellerin attended the hearing.

As of 9:30 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 not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 11, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on July 11, 2025. The notice of termination alleges that the Tenant granted access to the residential complex to trespassed persons.

Allowing Trespassed Individuals into the Residential Complex

4. The Landlord's Agent, Suzette Pellerin ('SP') testified that on June 5, 2025 and June 7, 2025, the Landlord gave the Tenant letters informing the Tenant of the fact that their guests, Jason Gavreau ('JG') and Josee Bureau ('JB') had been served with Trespass to Property Notices, and requested that the Tenant stop granting access to the residential complex to the trespassed individuals.
5. SP testified that on June 23, 2025, June 27, 2025, June 28, 2025, July 3, 2025 and July 7, 2025, the Tenant granted access to the residential complex to the trespassed individuals.
6. With respect to the issue of the Tenant permitting JG and JB into his unit, the Tenant, as an occupier of the rental unit, is permitted to have guests, including JG and JB. While the Landlord has the right under the Trespass to Property Act to prohibit a person from entering a residential complex, the definition of an "occupier" under the *Trespass to Property Act* includes both landlords *and* tenants. As an occupier under that legislation, the Tenant was entitled to invite guests into the rental unit even if they had been trespassed by the Landlord.
7. The Divisional Court stated the following in *Harper v. Sauve*, 2022 ONSC 5754:

[14] In this case, the failure to hear the evidence of the threats or to challenge the landlord's evidence as to why a trespass notice was issued to S.K. led the member to adopt the false premise that the landlord could exclude a guest of the tenant and limit the purposes for which that guest could attend at the invitation of the tenant by use of a trespass notice. See *Cunningham v. Whitby Christian Non-Profit Housing Corp.*, (1997) [1997 CanLII 12126 \(ON SC\)](#), 33 OR (3d) 171 (Gen. Div.)
8. The Landlord submitted that permitting the trespassed individuals could lead to an increased risk of security threats. While the Tenant is ultimately responsible for the conduct of their guests and could be evicted if they substantially interfere with the reasonable enjoyment of the Landlord or other tenants, the Landlord led no evidence in this case that the Tenant's guests' did so on June 23, 2025, June 28, 2025, July 3, 2025 or July 7, 2025. As a result, the Landlord has failed to prove that the Tenant substantially interfered with the Landlord or other tenants by inviting guests that had been trespassed by the Landlord into the residential complex.

Damage to Walls in Residential Complex

9. SP testified that on June 27, 2025, a female guest was observed leaving the Tenant's unit and was observed to have written on the stairwell doors. The Landlord entered into evidence an email from the Landlord's staff indicating that on June 27, 2025 at approximately 4:05 p.m., the Tenant's guest was observed writing on the walls of the south exit stairwell. The Landlord did not provide a photograph of the alleged damage, nor did they call the person who had sent the email or witnessed the conduct to give evidence.
10. Although the LTB has discretion to admit hearsay evidence, I place little weight on the evidence in this case. The Landlord did not provide a photo of the alleged damage, something that I would have expected if in fact the walls were unduly damaged by the Tenant's guest. In these circumstances, I am not satisfied on a balance of probabilities that

the Landlord has established that the Tenant or their guest wilfully or negligently caused undue damage to the residential complex.

11. As the Landlord has not proven the allegations in the N5 notice, the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 30, 2026
Date Issued

Christopher Lin
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.