



Order under Section 69 Residential Tenancies Act, 2006

Citation: 885 Oxford Inc. v Michael, 2026 ONLTB 11396

Date: 2026-02-03

File Number: LTB-L-084224-25

In the matter of: 108, 885 OXFORD ST
OSHAWA ON L1J3W3

Between: 885 Oxford Inc. Landlord

And

Courtney Sharon Michael Tenant

885 Oxford Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Courtney Sharon Michael (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 January 27, 2026.

The Landlord's Agent, Remcie Jurao, and the Landlord's Legal Representative, David Ciobotaru, attended the hearing. Tamara Graham, Tracy McQuarrie, and Amanda Patterson attended at witnesses for the Landlord.

As of 2:25 p.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 the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 14, 2026.

2. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial Interference

3. On September 19, 2025, the Landlord served the Tenant with an N5 Notice of Termination ("N5 Notice"). The N5 Notice alleges that between January 5, 2024 and August 21, 2025, the Landlord received multiple complaints from other residents about offensive odours coming from the rental unit, purportedly caused by the Tenant's failure to properly care for and control their pets, which were allegedly allowed to defecate inside the unit and on the balcony.
4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 Notice. The Landlord's agent submitted she continued to receive complaints from the other residents, and she has experienced the offensive urine and feces odours emanating from the Tenant's unit since the N5 Notice was served. Based on this submission, I am satisfied that the Tenant did not void the N5 Notice in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
5. The Landlord's agent testified that the Landlord became aware of animal feces and urine odours after receiving complaints from neighbouring units. The Tenant was first notified of these concerns on January 5, 2024, and additional written notices were provided on various dates from May 30, 2024 to January 7, 2026¹. The Landlord's agent indicated that despite multiple letters offering the Tenant an opportunity to address the issue, the Tenant failed to do so.
6. The Landlord's agent stated that throughout the months of October 2024 to January 2026, numerous written complaints² were submitted other residents. She indicated that each complaint raised the same concerns regarding offensive odours originating from the Tenant's unit and reports of the Tenant's animals defecating on the balcony. The Landlord's agent further noted that the strong odours were also detectable in the hallway and in the laundry room. She further submitted that during her last conversation with the Tenant, on January 19, 2026, the Tenant indicated she would vacate the rental unit.
7. The Landlord's witness, Tracy McQuarrie, testified that she resides directly next door to the Tenant's unit. She stated that she has made numerous complaints to the Landlord about strong odours originating from the Tenant's unit, which she says have permeated through the walls into her own unit. She described the odours as unbearable and reported several instances in which the Tenant's cats allegedly used her balcony as a place to urinate and defecate.
8. In her testimony, the Landlord's witness, Tamara Graham, corroborated the evidence of the previous witness, raising the same concerns regarding the offensive odours. She stated that her husband has become ill as a result of the smell. She further testified that, to her understanding, the Tenant, her partner, and their five children are residing in the two-bedroom rental unit along with eight cats, two dogs, and a lizard.

¹ Landlord's Disclosure – DOC-7176391 – Pages 3 to 16, 19 to 21, 28, 32, 37, 49, 54 to 56, 68, 70, 73, 75, 89

² Landlord's Disclosure – DOC-7176391 – Pages 18, 27, 30, 31, 34 to 36, 48, 51 to 53, 62 to 67, 69, 71, 72, 81 to 88

9. The Landlord's witness, Amanda Patterson, testified that she shared the same concerns as the previous witnesses, stating that the strong odours coming from the Tenant's unit are horrendous and disrupt her daily life. She explained that the laundry room is located directly across from the Tenant's unit and that the odours in both the laundry room and the hallway are oppressive. She further stated that she has lived in the residential complex for ten years and has never encountered such behaviour from any other resident.
10. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
11. Based on the uncontested evidence and the submissions before me, I am satisfied on a balance of probabilities that the Tenant's conduct has substantially interfered with the reasonable enjoyment of the residential complex by other tenants and has infringed upon the Landlord's lawful rights, privileges, and interests. Furthermore, although the Tenant was properly notified of this matter on September 19, 2025, they failed to remedy the issue within the voiding period of September 20, 2025 to September 26, 2025. The Landlord has an obligation to ensure the health and safety of all residents in the complex, and the Tenant's conduct has impeded the Landlord's ability to meet those obligations. Accordingly, I find that the tenancy between the Landlord and the Tenant shall be terminated.

Daily compensation, rent deposit

12. The Tenant was required to pay the Landlord \$4,672.72 in daily compensation for use and occupation of the rental unit for the period from October 16, 2025 to January 27, 2026.
13. Based on the monthly rent, the daily compensation is \$44.93. This amount is calculated as follows: $\$1,366.60 \times 12$, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,366.60 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$147.28 is owing to the Tenant for the period from February 1, 2021 to January 27, 2026.
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

17. 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. The Tenant did not attend the hearing to present evidence or submissions in support of granting relief from eviction and the Landlord's representative submitted that they are unaware of any circumstances that would cause me to delay or deny an eviction.

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 14, 2026.
2. If the unit is not vacated on or before February 14, 2026, then starting February 15, 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 15, 2026.
4. The Tenant shall pay to the Landlord \$4,672.72, which represents compensation for the use of the unit from October 16, 2025 to January 27, 2026. The Landlord must deduct any monies paid by the Tenant from this amount.
5. The Tenant shall also pay the Landlord compensation of \$44.93 per day for the use of the unit starting January 28, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,513.88 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$3,344.84 less any monies received from the Tenant.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Susan Priest
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 15, 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.