



Order under Section 69 Residential Tenancies Act, 2006

Citation: Niagara Regional Housing v Campbell, 2026 ONLTB 11499

Date: 2026-02-03

File Number: LTB-L-065524-25

In the matter of: 27, 6905 WARDEN AVE
NIAGARA FALLS ON L2G5P4

Between: Niagara Regional Housing Landlord

And

Camille Campbell Tenant

Niagara Regional Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Camille Campbell (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 November 18, 2025.

Only the Landlord's Agent, Jennifer Leblanc, and the Landlord's Legal Representative, Judith Callender, attended the hearing.

As of 9:53a.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. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's application is based on an N5 notice of termination given under section 64 of the Residential Tenancies Act, 2006 (the "Act"), the notice being served on July 30,

2025, with a termination date of August 20, 2025. The N5 alleges numerous events between May 13, 2025, and July 23, 2025. These events include noise, excessive banging noises and dragging noises emanating from Suite, excessive dog feces on the Tenant's patio and odour of dog feces and urine emanating from the Tenant's basement to neighbouring tenants' units, substantial interference with the Landlord's legal right to inspect the unit.

4. Subsection 64(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

5. Based upon the uncontested evidence of the Landlord, I find on a balance of probabilities that the acts alleged in the N5 were committed by the Tenant, and/or by others the Tenant permitted in the residential complex. The Landlord's Agent and the Landlord's Witness uncontested evidence was that these acts disturbed the other tenants, specifically the noise, dog feces and urine odour, and substantially interfered with the other tenants. Moreover, the Tenant substantially interfered with the Landlord's right to legally inspect the rental unit. I therefore find on a balance of probabilities that the acts substantially interfered with other tenants' and the Landlord's reasonable enjoyment of the residential complex.
6. The Landlord's Agent, Jennifer Leblanc testified that other tenants had made a multitude of complaints to the Landlord regarding excessive noise, specifically overly loud banging and dragging noises emanating from the Tenant's residential unit as outlined in the evidence submitted and the N5 notice. Moreover, she testified to the excessive dog feces and odour of feces and urine emanating from the rental unit which caused complaints from adjacent tenants, and finally there was the testimony and evidence submitted regarding the inability to inspect the rental unit even with proper notice.
7. The Landlord's Legal Representative submitted documentary evidence of the Landlord's witness complaints and log of the excessive noise emanating from the Tenant's residential unit, and other complains as contained in the N5 notice.
8. The Landlord's witness testified that since the filing of the application the disruptive behaviour emanating from the residential unit of the Tenant has continued to affect other tenants and the Landlord.
9. A notice under section 64 is an initial "voidable", meaning that the Tenant has seven days to cease the behaviour outlined in the notice, and therefore render the N5 in effective to terminate the tenancy.
10. Based on the uncontested evidence before the Board, on a balance of probabilities, I find that the N5 was not voided. In particular the testimony of the Landlord's witness and

submitted evidence of the Landlord contains details of the behaviour from the Tenant which match the objectionable behaviour complained of on the N5. The N5 may therefore sustain termination of tenancy.

11. Moreover, based on the uncontested evidence before the Board, on a balance of probabilities, I find that the Tenant's conduct of emanating banging and noises from her residential unit, excessive dog feces and odour of feces of urine from the rental unit, along with the inability of the Landlord to inspect the rental unit with legal notice substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex and another tenant's lawful rights, privileges or interests.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

13. The Landlord's Legal Representative requested a standard order terminating the tenancy between the Landlord and Tenant. I have considered all the disclosed circumstances in accordance with subsection 83 of the Act, specifically that the Landlord is not aware of any circumstances of the Tenant to warrant a finding that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. As the Tenant did not attend and no other circumstances were presented to me, I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
16. This order contains all of the reasons within it and no further reasons will be issued.

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 \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing in paragraph 4 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

Panagiotis P. Roupas
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.