



Order under Section 69 Residential Tenancies Act, 2006

Citation: Williams & McDaniel Property Management v Reid, 2026 ONLTB 11732

Date: 2026-02-04

File Number: LTB-L-046766-25

In the matter of: 9, 102 BRETON RD
SAULT STE. MARIE ON P6B1A9

Between: Williams & McDaniel Property Management Landlord

And

Lisa Reid Tenant

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Reid (the 'Tenant') because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

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 September 24, 2025.

The Landlord's Agent, Alexandria Wreggitt, the Landlord's Representative, John Anderson, the Tenant, and the Tenant's Representative, Riley Bertin, attended the hearing.

Determinations:

Preliminary Issue – Allegations in N6

1. The Tenant's Representative raised issue with the lack of detail and specifics with the allegations contained in the second paragraph of the Landlord's N6 notice of termination ("N6 notice"). Specifically, the paragraph that said, "The employee states on an Incident Report that the littered butts, and damage created by them, has been an ongoing issue." The Tenant's Representative provided that there was a lack of detail which made it impossible for the Tenant to properly respond to the allegations.
2. The Landlord's Representative's position was that the N6 notice was clear, and the Landlord's evidence would establish that it was the Tenant who had been smoking in the common area. The Landlord's Representative provided that there was sufficient

information provided to allow the Tenant to know what was being claimed and in fact the behaviour stopped after the N6 notice was served, as such the claim was sufficiently clear and detailed.

3. The Divisional Court has held that in order to be considered, a claim must have sufficient details or particulars, including dates and times of the alleged offensive conduct, together with a detailed description of the alleged conduct complained of, to allow the person against whom the claim is made to know the case to be met and to prepare for the hearing accordingly. (*Ball v. Metro Capital Property*, [2002] O.J. No. 5931).
4. The *Ball* case provides the details required in order for an allegation contained in landlord's notice of termination to be considered a valid claim. It reflects the legal principles of fairness and natural justice and demands that a party has a right to know the case against them and that they be provided sufficient details of the issues to determine whether to defend the claim.
5. I am not satisfied that the allegation regarding an ongoing issue provides sufficient details for the Tenant to know the case against her and how to defend the claim. There are no other dates or times of alleged smoking in the building. While the Landlord's Representative provided that they were prepared with evidence at the hearing, that should have been included in the N6 notice so that the Tenant could have responded at the time.
6. As such, I am not satisfied that the allegation was sufficiently detailed and find that it was not a valid claim included on the N6 notice.
7. However, the N6 notice was still a valid N6 notice as more fully discussed below. The hearing proceeded on the remaining valid claims contained in the N6 notice.

The Application

8. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I am satisfied a conditional order is appropriate in the circumstances.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. On May 16, 2025, the Landlord gave the Tenant an N6 notice. The notice of termination contains the following allegations: the Tenant was smoking a cigarette inside the residential complex in a common area.
11. It was undisputed that on May 15, 2025, the Tenant was smoking a cigarette inside the residential complex inside the front doors.
12. The *Smoke-Free Ontario Act*, 2017 prohibits smoking within lobbies of apartment or condominium buildings.
13. As such, I am satisfied the Tenant committed an illegal act in the residential complex by smoking a cigarette in the lobby of the residential complex.

Relief from eviction

14. The Tenant testified that she has lived in the rental unit for 12 years and she has a 16-year-old son who is on the Autism spectrum that lives with her. She testified that he is in school in the area and is very dependent on routine and if she was evicted it would throw him off.
15. The Tenant testified that she works 10 mins away and does not drive. She testified that her rent is low and she would not be able to afford another unit. The Tenant testified that she would not have anywhere else to go if she was evicted. The Tenant testified that she has no other N6 notices or anything else.
16. The Landlord's Representative provided that the Tenant is former building management so she should know better. The Landlord's Representative provided that continuing the tenancy is prejudicial to the Landlord because smoking in the residential complex is illegal. The Landlord's Representative provided that the Tenant has not smoked in the lobby since the N6 notice was issued.
17. The Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
18. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
19. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
20. Here, I am not satisfied that a long-term tenancy should be terminated over one incident of smoking in the lobby. I am satisfied that the Tenant has not continued to smoke in the lobby of the rental unit and a conditional order would be an appropriate remedy to ensure that the behaviour does not repeat itself in the future. The Landlord will have the benefit of section 78 of the *Residential Tenancies Act*, 2006 (the 'Act') in case the Tenant breaches the conditional order.
21. As such, 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. For the remainder of the tenancy, the Tenant shall not smoke in the residential complex at the entrance door.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
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 on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

Nicole Pedron
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.