



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-085955-25

In the matter of: B (FRONT), 59 MAITLAND TERR
STRATHROY ON N7G1L2

Between: Akko Ltd. Landlord

And

Sherry Lane Tenant

Akko Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Sherry Lane (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 February 3, 2026.

Only the Landlord's agent Connie Thompson attended the hearing.

As of 9:50 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 in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before February 22, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. On August 26, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of September 17, 2025. The notice of termination contains the allegations that on August 26, 2025, the Tenant caused the water to run which impacted the water pressure and temperature for another tenant who resides in the "rear" apartment (herein after referred to as the "rear tenant").

4. The N5 notice also alleges that on August 26, 2025, the Tenant had their windows open and was playing loud music that disturbed the rear tenant. When the rear tenant requested the music be turned down, the Tenant engaged in “verbal harassment” and attempted to instigate a physical confrontation.
5. The Landlord’s agent submitted a written timeline of events (“the timeline”) filed with the L2 application and testified that the dates, times, and details of the events listed in the timeline were based on notes taken by her at the time of the incidents being reported.
6. The timeline contains the allegations contained in the N5 notice of termination and the Landlord’s agent testified that the information contained in the timeline is true and accurate. Based on the uncontested evidence before me, I am satisfied that the Tenant substantially interfered with the reasonable enjoyment of the rear tenant.

Voiding

7. The Landlord’s N5 notice is served pursuant to section 64 of the Act. Section 64 (3) provides:

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.
8. The voiding period of the Landlord’s N5 notice is between August 27, 2025, to September 2, 2025.
9. The Tenant did not stop the conduct within seven days after receiving the N5 notice of termination. The timeline shows that the rear tenant complained about improper water use again on September 2, 2025.
10. Further complaints were received from the rear tenant in relation to loud music being played by the Tenant on August 27, 2025, August 29, 2025, August 31, 2025, and September 2, 2025. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Costs

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

12. The Landlord’s agent did not have information to provide in relation to the Tenant’s circumstances and requested an order for eviction within 11 days.

13. The timeline lists 9 additional complaints in relation to loud music after the voiding period in the N5 notice. Further, during the voiding period the Tenant's behaviour escalated and there were more frequent incidents of loud music.
14. I am not satisfied that the Tenant would adhere to any conditions imposed in a conditional order and termination of the tenancy is appropriate in the circumstances.
15. 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.

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 22, 2026.
2. If the unit is not vacated on or before February 22, 2026, then starting February 23, 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 23, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026
Date Issued

Kyle McGraw
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 23, 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.