



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086810-25

In the matter of: 307, 555 BONACCORD ST
PETERBOROUGH ON K9H0K3

Between: PETERBOROUGH HOUSING CORPORATION Landlord

And

KENNETH HOLT Tenant

PETERBOROUGH HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict KENNETH HOLT (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 February 3, 2026.

Only the Landlord's Agent Rebekah Vettor and the Landlord's Legal Representative Ian Macinnis attended the hearing.

As of 9:38am, 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 effective February 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 7, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that the Tenant has been smoking in the rental unit in a manner which causes a fire hazard on multiple occasions.

4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination, based on the Landlord's uncontested evidence, I am satisfied that the Tenant continued to smoke in the rental unit. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord's witness Karla Quinlan testified at the hearing. She is a team leader for a team of personal support workers who provide services to select Tenants within the complex.
6. She testified that part of her organizations policy is that services will not be provided to Tenant's who are smoking. Accordingly, members of her team keep records which indicate when service has been denied because a client was smoking. She testified that on June 6, 2025, July 8, 2025 and July 25, 2025 he team reported to her that the Tenant had been smoking in the rental unit when they attended. She also testified that on June 24, 2025 she was folding the Tenant's laundry, including bedding, and found cigarette burns in the bedding. She testified that she has personally smelled smoke coming form the Tenant's unit many times.
7. She testified that she forwarded these concerns to the Landlord via email, including in an email dated June 6, 2025 which indicates that the Tenant was smoking in his unit at 12:57pn 1L37pm and 2:13pm.
8. The Landlord's Agent Rebekah Vettor`testified that on July 25, 2025, the Tenant was sent a warning letter about his smoking which reminded him that smoking was prohibited by the lease agreement.
9. She testified that after the N5 was served she inspected the rental unit on October 15, 2025 along with a fire prevention officer and discovered burn marks, full ashtrays, and ashes on the bedroom floor. The fire prevention officer spoke with the Tenant about the dangers of smoking in bed, however the Tenant was not receptive to this conversation. The Agent relied on a series of photographs taken during this inspection which she testified clearly depict that the Tenant is still smoking in the rental unit.
10. The Landlord's witness Tanya Birch also testified at the hearing. She is a residential services officer for the Landlord. She testified that on September 23, 2025 she received a report that the Tenant was smoking in bed and conducted an inspection of the rental unit. She testified that during the infection she discovered the Tenant in bed smoking. She also testified that the Tenant informed her that he had been lighting his cigarettes by putting appear towel in the toaster to catch fire, then using it to light his cigarettes as he did not have a lighter.
11. She testified that she has had several conversations with the Tenant about smoking and fire safety, however the Tenant continues to smoke in the rental unit. She relied on a letter to the Tenant dated October 1, 2025 detailing the results of her inspection and urging the Tenant to stop smoking in the rental unit.
12. Based on the Landlord's uncontested evidence I am satisfied that the Tenant has been smoking in the rental unit on numerous occasion including June 6, 2025, July 8, 2025 July 25, 2025 and September 23, 2025. I found all of the Landlord's witnesses to be credible

and reliable and their testimony supported by contemporaneous documentation. Additionally, I am satisfied that the Landlord's lease prohibits smoking in the rental unit.

13. I am satisfied that the Landlord has demonstrated that the Tenant failed to void the N5. I accept the testimony of the Landlord's Agent Rebekah Vettor that the Tenant continued to smoke in the unit during the voiding period including on October 15, 2025, and note that her testimony is supported both by photographs and contemporaneous documentation.

Daily Compensation

14. Based on the monthly rent, the daily compensation is \$27.41. This amount is calculated as follows: \$834.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$834.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$22.48 is owing to the Tenant for the period from January 1, 2025 to February 3, 2026.
17. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Section 83

18. 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. The Landlord's witnesses all testified that the Tenant continues to smoke within the rental unit. The Landlord's Legal Representative was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. However, I accept that the Tenant resides in subsidised housing, and also receives supportive services, including from personal support workers. Therefore, I am prepared to infer that he has at least some level of vulnerability. In consideration, I find that a short delay to February 28, 2026 is appropriate to allow the Tenant time to secure alternate accommodation.

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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.

4. The Tenant shall also pay the Landlord compensation of \$27.41 per day for the use of the unit starting February 4, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$856.48 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.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026

Date Issued

Reid Jackson

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 September 1, 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.