



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-076944-25

In the matter of: 254 SHEPHERD ST
SARNIA ON N7T3J5

Between: WILLIAM DUNCAN Landlord

And

MATHEW JACKLIN Tenant
CRYSTAL FILLION

WILLIAM DUNCAN (the 'Landlord') applied for an order to terminate the tenancy and evict MATHEW JACKLIN and CRYSTAL FILLION (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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 October 28, 2025.

The Landlord, the Landlord's Representative Sarah Murdoch and the Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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

N5 Notice of Termination

3. On August 21, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On September 12, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains, in part, the following allegations:

September 12, 2025 – the Tenants were aggressive, uttering threats, smoking and growing marijuana inside and outside the unit.

Landlord's Evidence

5. The Landlord testified that the Tenant had removed smoke alarms which the Landlord had to replace.
6. The Landlord testified that the Tenant smokes marijuana in the unit and grows marijuana inside and outside of the rental unit which is against the lease agreement. A copy of the lease and photos/videos of marijuana plants being grown inside and outside the unit were submitted as evidence.
7. The Landlord testified to the additions to the lease, signed by both Tenants, agreeing not to smoke in the unit and specifically not grow marijuana in the house or on the property, even if only for their personal use.
8. The Landlord testified that he attended the unit on September 12, 2025, which he had provided proper notice, and the Tenant alleged they did not receive notice. Although the Tenant allowed the Landlord into the unit, the Landlord testified the Tenant tried to start a fight. A video of the incident was submitted as evidence.

Tenant's Evidence

9. The Tenant Mathew Jacklin (MK) testified that he was approved 5 years prior to legalization for the use of medical marijuana which allows him 6 plants plus plants for recreational use.
10. MK testified that he stopped smoking marijuana in 2022 and grows the large amount of marijuana that he grows because it takes more marijuana to make edibles or capsules.
11. MK testified that he had a verbal agreement with the former landlord, after marijuana was legalized, that he could grow marijuana.

Analysis

12. Based on the evidence and testimony before me, I do not find that the Landlord provided sufficient evidence that the Tenant was smoking in the unit or that the Tenant was aggressive and threatening on September 12, 2025. The video submitted into evidence

does show voices raised, arguments and the comment from the Tenant saying “I will smoke it right now, you can wait outside”, but I do not find there was evidence of smoking inside the unit or the Tenant’s behaviour rose to conduct that substantially interfered with the Landlord.

13. I do find that it is uncontested that the Tenant is growing marijuana inside and outside of the unit. The Tenant confirmed the Landlord’s evidence and admitted that he grows it for medical use. I do not accept the Tenant’s evidence that he had a verbal agreement with the former landlord to allow him to grow the marijuana. The attachment to the lease, entered into between the former landlord and the Tenant was very specific about no growing, not even for personal use.
14. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord.
15. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

Daily compensation and rent deposit

16. The Landlord did not present any evidence in support of their claim for compensation and therefore, the claim for compensation is denied.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,248.06 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$111.64 is owing to the Tenant for the period from April 1, 2022, to October 28, 2025.
19. 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

20. The Landlord is seeking an expedited termination of the tenancy.
21. The Tenant submitted they are dealing with mental health issues due to the loss of a child and health issues.
22. 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 March 31, 2026 pursuant to subsection 83(1)(b) 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 March 31, 2026.

2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

February 10, 2026
Date Issued

Brenda Mercer
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 October 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.