



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

**File Number:** LTB-L-092391-25

**In the matter of:** 203, 15 Brenda Boulevard  
Orangeville ON L9W3Y5

**Between:** AGS Properties Inc. Landlord

**And**

Lori Laanvere Tenant

AGS Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lori Laanvere (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 9, 2026.

Only the Landlord and the Landlord's Legal Representative, Zhirui Guan, attended the hearing.

As of 10:19 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. Therefore, the application is granted and the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 24, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served the same day, with a termination date of November 14, 2025. The notice of termination contains the following allegations: the Tenant was observed smoking in their rental unit and in the residential complex contrary to the provisions of their residential lease.

4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination (October 25-31, 2025); specifically, the Tenant did not stop smoking within their 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 submitted into evidence a copy of a signed residential lease with the Tenant, dated May 1, 2022. Schedule A to the lease states "The Tenant and any occupants of the premises and, including without limitation, any visitors, guests and business invitees agree to not smoke anywhere inside the premises rented by the Tenant."
6. The Landlord testified that he received complaints from tenants adjoining the rental unit (beside and above) about the extensive smoke emanating from the rental unit and permeating their rental units in September/October 2025. The Landlord provided these complaints into evidence and they formulated the reasons for the Landlord's issuance of the N5 notice.
7. The Landlord testified that he personally observed the Tenant smoking in her unit on October 31, 2025, during the voiding period.
8. Based on the evidence before me, on a balance of probabilities, the Tenant has been smoking within her rental unit, contrary to the provisions of her residential lease.
9. I find that his conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.

### **Compensation**

10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,250.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$205.64 is owing to the Tenant for the period from May 1, 2022 to February 9, 2026.

### **Relief from eviction**

12. 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.
13. The Tenant did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.

### **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 to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$2,455.64 which is the amount of the rent deposit and interest on the rent deposit. In accordance with s. 106(10) of the Act, a landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.

**February 17, 2026**  
**Date Issued**

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Curtis Smith  
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.