



Order under Section 69 Residential Tenancies Act, 2006

Citation: Vushaj v Stowell, 2026 ONLTB 16814

Date: 2026-02-24

File Number: LTB-L-094264-25

In the matter of: 302, 770 BRUCE AVE
WINDSOR ON N9A4X2

Between: Bardhok Vushaj Landlord

And

Jenna Stowell Tenants
Mary Stowell

Bardhok Vushaj (the 'Landlord') applied for an order to terminate the tenancy and evict Jenna Stowell ('JS') and Mary Stowell (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant (*N5 Application*);
- the Tenants have been persistently late in paying the Tenants' rent (*N8 Application*).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 19, 2026. Only the Landlord's witness, Pranvera Vushaj, Represented by Kristen Jarvis, attended the hearing.

As of 1:56 p.m., the Tenants were 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. Tenant Jenna Stowell signed into the hearing at 2:30 p.m. However, by this time the matter had been concluded.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy shall terminate effective March 31, 2026.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. By way of background, the building is a 10-unit, 3 storey dwelling. The tenancy began in 2019.
4. The Tenants were required to pay the Landlord \$3,261.87 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025, to February 19, 2026. However, the Board understands there are no arrears at this time.
5. Based on the monthly rent, the daily compensation is \$40.27. This amount is calculated as follows: $\$1,224.94 \times 12$, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,100.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$141.35 is owing to the Tenants for the period from March 18, 2019, to February 19, 2026.

N5 Notice of Termination

8. On September 18, 2025, the Landlord gave the Tenants a first, voidable N5 notice of termination alleging that the Tenant had failed to prepare the rental unit for pest control, persistently leaves garbage in common areas of the rental complex, and by failing to pay for air conditioning. However, the Landlord requests to withdraw the claim for air conditioning charges, and I granted this request.
9. The Landlord's witness is the Landlord's wife. She acts as superintendent of the rental property. It is her evidence that the Tenants were given prior notice of pest control attending by way of written notice which was hand-delivered on July 19, 2025. When the witness and the pest control company attended the rental unit on July 31, 2025, JS refused because she did not have the rental unit prepared. The witness also testified that the rental unit and complex has an ongoing problem with pests.
10. The Landlord also alleges that the Tenants persistently leave garbage in common areas of the rental unit. Specifically, the Tenants left garbage in the hallway in front of the Tenant's rental unit 18 times between May 14, 2025, and September 5, 2025. The garbage remains in the hallways anywhere from one day to two weeks, at which time the witness is forced to take the garbage to proper receptacle outside.
11. After issuing the N5 notice, the Tenants did not persist in the behaviours during the 7 day voiding period. Therefore, the Tenants voided the first N5 notice.
12. On November 6, 2025, the Landlord gave the Tenants a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act). The notice alleges that the Tenant left a crib intended for garbage in the common areas of the residential complex.

14. The Landlord's witness testified that she observed the metal-framed crib in the hallway near the stairwell on October 19, 2026, a short distance from JS's rental unit. She spoke to JS about this who admitted the crib was hers and told her she would move it. The witness states it was quite heavy and so she could not move it herself. On November 24, 2026, JS's boyfriend was able to "pull" it down the stairs and out of the building.
15. Based on the witness's uncontested evidence, I am satisfied that the Landlord discharged their onus of proof that the Tenants substantially interfered with the lawful rights and privileges of the Landlord and the reasonable enjoyment of other tenants. In my view, a reasonable tenant knows, or ought to know, that it is not appropriate to leave large, heavy objects in common areas of a residential complex. The object was heavy and was blocking an exit at the residential complex. This puts everyone, including the Tenants, safety in jeopardy if there is an emergency requiring evacuation. The photos show the hallways are not particularly wide and an object blocking their path is, at the very least, a trip hazard.
16. 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. The Landlord seeks a termination of the tenancy. Since the application was filed, video evidence and still photos show JS placing garbage in common areas on November 21, December 31, 2025, and on January 2, 4, and 26, 2026.
17. JS has two young children and has been a tenant for six plus years. Given this, I find it is appropriate to extend the termination date to March 31, 2026. I am not of the view a conditional order is appropriate in these circumstances, because despite JS being aware of these proceedings, persists in placing garbage in common areas which compromises the safety of the other building residents. I find the prejudice to the Landlord is greater than the prejudice to the Tenants.
18. Given my findings above, I do not find it necessary to make findings pertaining to the Landlord's N8 notice of termination.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants 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 Tenants shall pay to the Landlord \$3,261.87, which represents compensation for the use of the unit from December 1, 2025, to February 19, 2026, less any amounts already paid by the Tenants to the Landlord.

5. The Tenants shall also pay the Landlord compensation of \$40.27 per day for the use of the unit starting February 20, 2026, until the date the Tenants move out of the unit, less any amounts already paid by the Tenants to the Landlord.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes the Tenants \$141.35.
8. The total amount the Tenants must pay the Landlord is \$44.65.
9. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026

Date Issued

Jane Dean

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.