



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

File Number: LTB-L-089732-25

In the matter of: 1103, 720 BRUCE AVE
SUDBURY ON P3C 5C4

Between: Greater Sudbury Housing Corporation Landlord

and

Debra Luke Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Debra Luke (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 January 7, 2026.

Only the Landlord's agent, Melissa Chicoine, attended the hearing on behalf of the Landlord.

As of 10:43 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 Landlords have proven on a balance of probabilities the grounds for termination of the tenancy; therefore, the application is granted.
2. The Landlord's agent requested to withdraw the Landlord's claim for daily compensation and I consented.

N5 Notice of Termination

3. The Tenant was in possession of the rental unit on the date the application was filed.

4. The Landlord served the Tenant with a first, voidable N5 notice of termination, alleging substantial interference. The notice was deemed served on July 7, 2025, and specified a termination date of July 28, 2025.
5. The first N5 Notice alleges that the Tenant's guest activated the fire alarm on June 22, 2025. The Landlord's agent referred me to photographs which show the Tenant's guest arguing with a male Tenant in the hallway.
6. The Landlord's agent stated that the Tenant voided the first N5 Notice in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
7. The Landlord served the Tenant a second, non-voidable N5 notice of termination on October 22, 2025, with a termination date of November 12, 2025, in accordance with section 68 of the *Residential Tenancies Act, 2006* (the 'Act').
8. At the hearing I indicated that the Landlord was not entitled to serve a second, non-voidable N5 notice of termination in these circumstances. This is incorrect as the landlord was entitled serve a second, non-voidable N5 notice of termination after the Tenant has voided a first N5 notice of termination. Therefore, I am considering the merits of the second N5 Notice.
9. The second N5 Notice primarily contains an allegation about events that occurred on October 9, 2025:

10. Landlord's agent referred me to photographs which show the Tenant in the elevator injured with bloody hands. She also referred me to a photograph which shows the Tenant in the elevator at 12:00 p.m. on the same day, with her head looking down and with something in her hand. The photograph does not clearly show whether the item in her hand is a narcotic or a pipe as alleged by the Landlord on the second N5 Notice.
11. The Landlord also submitted evidence events that occurred after the second N5 Notice was served. In determining whether the Tenant's and/or her guest's behaviour and conduct has substantially interfered with other tenants' or the Landlord's reasonable enjoyment of the residential complex, and/or lawful rights, privileges or interests, I can only consider the allegations contained in the second N5 Notice.
12. Based on the Landlord's uncontested evidence, including the security incident reports, video surveillance, and photographs, I find on a balance of probabilities that on October 9, 2025, at approximately 9:11 a.m., the Tenant entered the elevator and wiped her bloodied hand along the interior elevator door and wall, leaving visible blood on the surface.
13. The evidence further establishes that later that same day, at approximately 12:00 p.m., the Tenant was again observed in the elevator holding and lighting what appeared to be a pipe and smoking an unknown substance.
14. I find that the Tenant's conduct substantially interfered with the reasonable enjoyment of other Tenants and the Landlord's lawful interests. Smearing blood inside a shared elevator in a multi-residential building poses health and safety concerns for other residents and required remediation by the Landlord. Further, smoking an unknown substance in a confined common area created safety and security concerns for the building's other residents. The Tenant's actions also interfered with the Landlord's ability to fulfill their obligation to maintain the residential complex in a safe and sanitary condition. I am satisfied that the Tenant's conduct meets the threshold of substantial interference within the meaning of the Act.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. 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.
18. The Landlord's agent was aware of no circumstances of the Tenant that might inform an exercise of discretion to delay the 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 March 6, 2026.

2. If the unit is not vacated on or before March 6, 2026, then starting March 7, 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 7, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026
Date Issued

Adeela Alvez
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 7, 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.