



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098087-25

In the matter of: 302, 572 DUNDAS ST
LONDON ON N6B1W8

Between: Kelly Helena Postma Landlord

And

Sam Smibert Tenant

Kelly Helena Postma (the 'Landlord') applied for an order to terminate the tenancy and evict Sam Smibert (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 24, 2026. Only the Landlord attended the hearing.

As of 9:46 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 not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant is in possession of the rental unit.
3. On October 6, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of October 31, 2026. The Landlord alleged in the notice that the Tenant denied entry into the rental unit on October 6, 2025, and had changed the locks.
4. Following the service of the N5 notice of termination, the Tenant's caseworker dropped off a replacement key for the Landlord on October 30, 2025. The Landlord picked up the key on November 12, 2025, and attempted to enter the unit because she served a Notice of Entry on November 7, 2025. The Tenant again denied entry.

5. Section 64(3) of the *Residential Tenancies Act, 2006* ('the Act') provides that a first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the 7-day voiding period ran from October 7, 2025, to October 13, 2025.
6. In order to succeed in this application, the Landlord must prove that the Tenant denied entry to the Landlord within the voiding period. As no evidence was provided demonstrating that the Landlord was prevented from entering the unit from October 7, 2025, to October 13, 2025, the Tenant voided the N5 notice of termination in accordance with section 64(3) of the Act.
7. Regarding the replacement key, the Landlord is not entitled to an eviction order on that ground. Section 35 (1) (2) (3) of the Act provides that a tenant shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without the consent of the landlord.
8. If a tenant alters a locking system, the landlord may apply for an order determining that the tenant has altered the locking system and the LTB, may order that the tenant provide the landlord with keys or pay the landlord the reasonable out-of-pocket expenses necessary to change the locking system.
9. In this case, the Landlord received the replacement keys on October 30, 2025, and an order for the Tenant to provide it is no longer necessary.

It is ordered that:

1. The Landlord's application is dismissed.

February 26, 2026
Date Issued

Jitewa Edu
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.