



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

Citation: Guo v Quesnel, 2026 ONLTB 18045

Date: 2026-03-02

File Number: LTB-L-079102-25

In the matter of: Basement Unit, 25 Shirley Street
Toronto ON M6K1S8

Between: Hui Min Guo Landlord

And

Ashley Diane Quesnel Tenant

Hui Min Guo (the 'Landlord') and Carrie Chow applied for an order to terminate the tenancy and evict Ashley Diane Quesnel (the 'Tenant') and Sandra Quesnel 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, has wilfully or negligently caused damage to the premises and has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord have incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on January 22, 2026.

The Landlord, the Landlord's agent, Carrie Chow, the Tenant, the Tenant's support (mother), Sandra Quesnel, the Tenant's witness, Tery Bento, and the Tenant's representative, Dominique Goolsarran, attended the hearing.

Determinations:

Preliminary issues

Application is amended

1. The Landlord's agent, Carrie Chow, confirmed that she was not a Landlord within the meaning of the Act and that the application should be amended to delete Carrie Chow as a Landlord. The application was amended accordingly.
2. The parties agreed that Sandra Quesnel was a guarantor within the meaning of the Act and that the application should be amended to delete Sandra Quesnel as a tenant. The application was amended accordingly.
3. The Landlord requested that the application be amended to increase the amount claimed for damages from \$5,000.00 to \$8,023.00. I was satisfied that the Landlord served a copy of the amended application on the Tenant on November 3, 2025. As such, I exercised my discretion to amend the amount claimed for damages in the application to \$8,023.00.

The application

4. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The rental unit is located in the basement of a two-storey detached home. There are three living units in the home, i.e. basement, main, upper.
7. The basement unit and the upper unit share a common entrance way with stairs leading down to the Tenant's unit and stairs leading up to the upper unit. The main floor unit has a separate entrance.

N5 Notices of Termination

8. On August 25, 2025, the Landlord gave the Tenant a first voidable N5 notice of termination (deemed served on August 29, 2025), alleging that the Tenant had removed the smoke detector in her unit, was storing items in the common stairwell which blocked access to the upper tenant, denied access to the unit by the Landlord to address a smell of gas, and created excessive noise from having multiple guests.
9. Section 68 of the *Residential Tenancies Act, 2006* (Act) permits a Landlord to give the Tenant a second, non-voidable N5 notice if a situation that constitutes grounds for termination of the tenancy arises more than seven days but less than six months after delivery of a first N5 notice.

10. On September 19, 2025, the Landlord gave the Tenant a second non-voidable N5 notice alleging that on September 11, 2025, the Tenant's guest was acting aggressively and erratically and intentionally damaged the exterior backyard staircase leading to the rear deck.
11. The Landlord's application is based on both the first and the second N5 notice.

Storage of items in common space, blocking access

12. The Landlord produced three photographs taken on May 29, 2025 [Doc 7146431, page 11] of a metal rack placed inside the common entrance door by the Tenant which stopped the entrance door from being able to open properly.
13. The Tenant explained that she had been painting the rack outside and moved it inside because it started to rain. She left the unit shortly thereafter for an appointment and removed the rack immediately upon her return later that evening. She stated that there was no upstairs tenant living in the upper unit on this day so placing the rack in the entry way temporarily did not impede anyone's access to the upper unit.
14. The Landlord also produced photographs taken on August 24, 2025 of the Tenant's electric scooter at the top the basement stairs inside the common entranceway [Doc 7146431, pages 13-14]. There was a charging cable running from the scooter underneath the floor mats and into the electrical socket at the bottom of the upper tenant's staircase. There were also items stored on one side of the Tenant's staircase outside her unit entry door. The Landlord's agent stated that the scooter, charging cable and items stored on the staircase created a tripping hazard for the Tenant and others. Shortly thereafter, the Landlord served the second N5 notice.
15. The Landlord's agent stated that the Tenant did not void the N5 notice during the voiding period (i.e. September 20 to 26, 2025), producing photographs taken on September 1, October 5, 30 and November 2, 2025 of the Tenant's e-scooter and charging cable at the top of the basement staircase [Doc 7146431, pages 45-51]. She said the Tenant continued to store her e-scooter inside the common entryway, the last time being observed on November 2, 2025.
16. The Tenant testified that after receiving the N5 notice, she cleared the staircase in front of her entry door. With respect to the e-scooter, she stated that she has a mobility issue necessitating the use of the scooter. She stated that she was storing the e-scooter at the top of her stairs because it is heavy and difficult for her to lift. She always ensured that the charging cord ran under the floor mats to avoid a tripping hazard and that the upstairs tenant had never complained to her about the e-scooter or the charging cord. She no longer stores her e-scooter in the common hallway since she now receives help to carry it up and down the stairs.
17. For the following reasons, I am not satisfied that the Tenant's storage of her e-scooter and items in the common entryway rises to the level substantial interference. The Landlord did not challenge the Tenant's evidence that she moved the metal rack from the entryway as soon as the Landlord asked her to. The Landlord did not produce any documentary evidence or witnesses to confirm that the Tenant's storage of her e-scooter in the common entryway was interfering with anyone's access or egress into the building or had caused them to trip. In fact, the Landlord's own video [Doc 7125514] of people entering and exiting the common area

while the Tenant's scooter was stored at the top of the basement stairs confirms, in my view, that the scooter is not impeding anyone's entry or exit.

Denial of entry and gas smell

18. On August 13, 2025, the Landlord received a complaint from another tenant in the building about a strong smell of gas in the common entry way [Doc 7146431, page 18]. When the Landlord and his agent attended at the property one hour later, the Tenant refused to allow them access into the unit to investigate. The Landlord produced a video with audio [Doc 7125515] as evidence of the Tenant's refusal to allow them into the unit on August 13, 2025.
19. The Tenant does not deny that there was a smell of gas, explaining that the knobs on the gas stove in her unit easily switch on inadvertently if someone brushes by them. She stated that as soon as she smelled the gas, she turned the knob to the off position and opened a window to dissipate the smell. She stated that when the Landlord attended at the unit, she explained what had happened and that the smell was almost gone. As such, there was no need for the Landlord to enter her unit because there was no emergency. She stated that she subsequently reconsidered and allowed the Landlord entry into her unit five minutes after her initial denial. This evidence was not challenged by the Landlord.
20. For the following reasons, I am not satisfied that the Tenant's denial of entry into the unit on August 13, 2025 or the smell of gas in the common entryway rises to the level substantial interference. The Landlord did not challenge the Tenant's evidence that she granted access to the unit on August 13, 2025 after she had initially denied same. I find the Tenant's explanation about the knobs on the stove credible and there is no evidence that she failed to turn the gas knob off as soon as she realized that it had been turned on accidentally.

Noise

21. The Landlord's agent stated that the Landlord had received multiple complaints about noise from people going in and out of the Tenant's unit throughout the night and early morning. To support this testimony, the Landlord produced photographs [Doc 7146431, pages 26 and 27] of people at the side of and in front of the home.
22. The Tenant stated that despite her requests, the Landlord never provided her with evidence of the complaints or who made them. The Tenant does not believe that there were any noise complaints and is of the view that the Landlord simply does not approve of her guests or their visits, which the Landlord is able to view via the security cameras.
23. For the following reasons, I am not satisfied that the Tenant or her guests created noise which substantially interfered with another tenant's use and enjoyment of the residential complex. The Landlord did not produce any documentary evidence or witnesses to corroborate their testimony that they had received noise complaints regarding the Tenant or her guests.

Smoke alarm

24. The Landlord led no evidence regarding the smoke alarm at the hearing. As such, there is insufficient evidence before me to determine substantial interference.

Erratic and aggressive behaviour of Tenant's guest

25. The second N5 notice alleges that on September 11, 2025, the Landlord received a phone call from a neighbour regarding noise from the residential complex as well as erratic behaviour of an individual in the back yard. The Landlord produced videos from September 11, 2025 [Doc 7125508, 7125509 and 7125510] which confirms a male individual (subsequently confirmed to be the Tenant's guest) at the side of the home and in the backyard acting strangely and emitting strange noises. The video also shows the individual holding onto the rail and newel post of the staircase to the deck.
26. While I admit that the behaviour of the Tenant's guest may have been alarming to the Landlord, I am not satisfied that his behaviour rises to the level of substantial interference. The Landlord did not produce any witnesses or documentary evidence to corroborate the Landlord's testimony that there were complaints about noise or the behaviour of the Tenant's guest.
27. As such, I find that the conduct of the Tenant or her guests has not substantially interfered with another tenant's reasonable enjoyment of the residential complex nor has it substantially interfered with a lawful right, privilege or interest of the Landlord.

Wilful or Negligent Damage

28. The second N5 notice alleges that the Tenant's guest removed one of the wooden railing posts from the rear exterior deck stairs and twisted the staircase newel post which compromised the handrail of the exterior staircase. The Landlord produced a video of the handrail of the rear deck [Doc 7125506] taken after the incident which shows three spindles of the deck handrail unattached to bottom rail and a loose newel post. The Landlord claims that after the September 11, 2025 incident, the newel post is much wobblier. The Landlord stated that the deck was nine years old.
29. The Tenant denies that her guest damaged the exterior deck stairs. She produced two photographs taken by her prior to September 11, 2025 [Doc 7162828, pages 24 and 25] which she states show the deck stair railing is slanting slightly.
30. The Tenant's witness, Terry Bento, testified that he is the male individual in the Landlord's security footage on September 11, 2025. He admitted that he was intoxicated that evening. He denies he damaged the handrail on September 11, 2025, stating that the stair handrail continues to function normally and remains in the same condition it was before September 11, 2025. He stated that the Landlord's video of September 11, 2025 [Doc 7125508] clearly shows that he barely touched the deck spindle when it came loose and that the newel post was already loose.
31. He referred to a video taken by him on January 5, 2026 [Doc 7162856] which shows that the deck and stair railing remain intact and that there are no issues going up and down the deck stairs. He stated that any issues with the deck and railing arose from the deck being poorly constructed.
32. Based on the evidence before me, I am not satisfied that that the Tenant's guest damaged the stair railing on the exterior deck. In my view, the Landlord's video shows that the Tenant's guest barely touched the spindle in the handrail when it came loose. This indicates to me that

the spindles were not secure in the first place. The fact that the Landlord's agent stated that the newel post is wobblier suggests to me that it was already wobbly or loose when the Tenant held onto it. I am not persuaded by the Landlord's testimony that the actions of the Tenant's guest loosened the newel post or that the staircase, railing and entire deck now need to be replaced.

33. Therefore, I find that the Landlord has not proven that the Tenant or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.

N7 Notice of Termination

34. On August 29, 2025, the Landlord gave the Tenant an N7 notice of termination, deemed served on August 30, 2025, alleging that the Tenant has caused serious problems in the residential complex by:

- a) blocking access and egress to the upper unit by placing a metal rack in the entryway;
- b) creating a gas leak from failure to properly turn off a knob on the gas stove; and
- c) blocking access and egress and creating a tripping hazard by storing an e-scooter in the entryway

35. The allegations set out in the N7 notice were identical to those set out in the Landlord's N5 notices and are dealt with above.

36. The Landlord has not proven that the Tenant or a person permitted in the residential complex by the Tenant has seriously impaired the safety of another tenant or the Landlord.

It is ordered that:

1. The Landlord's application is dismissed.

March 2, 2026

Date Issued

Karen Gonçalves

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.