



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-079217-25

In the matter of: 240 SYLVAN CRES
NORTH BAY ON P1A2Y8

Between: SIREG Management Inc. Landlord

And

Steven Lavictoire Tenant

SIREG Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Lavictoire (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 13, 2026.

The Landlord's representative, Aamir Tharik, the Landlord's agent, Kelli Carder, and the Tenant attended the hearing.

Determinations:

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On June 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination ("first N5 notice") with the termination date of July 17, 2025. The first N5 notice alleges the Tenant had substantially interfered with the Landlord's reasonable enjoyment of the rental unit from April 23, 2025 to June 24, 2025. The first N5 notice was related to neighbours complaining about the Tenant's dog barking, the backyard being in a state of disarray, and loud music. Therefore, the Landlord was allowed to give the Tenant a second, non-

voidable N5 notice of termination ("second N5 notice") under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On September 2, 2025, the Landlord gave the Tenant a second N5 notice of termination with the termination date of September 18, 2025. The notice of termination contains the following allegations: the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the rental unit from July 24, 2025 to November 28, 2025 by: making excessive noise; not cleaning the backyard and having it in a state of disarray; allowing dog feces to accumulate in the yard; and burning the fence with a BBQ.
5. The Landlord's agent testified that on July 24, 2025, the Landlord received complaints that the Tenant was yelling and swearing outside. At 2:30 a.m., there was a loud noise being made in the rental unit and disturbing the neighbouring tenants. There was an email submitted into evidence by the Landlord that supports their position that a neighbouring tenant filed a complaint. I do find that the July 24, 2025 incident rises to the level of substantial interference. I make this finding because other than the email from the neighbouring tenant, no other documentary evidence was provided to substantiate the Landlord's position. I would have reasonably expected the Landlord to call forward the neighbouring tenant to provide direct evidence regarding the yelling and excessive noise and the impact it had on them.
6. On August 6, 2025, the Landlord's agent testified that a neighbour filed a complaint that there was loud music for several hours being heard from the Tenant's rental unit. The Landlord submitted into evidence a copy of the email they received regarding the loud music. The Tenant challenged the Landlord's evidence – specifically, the Tenant questioned if the other tenant had provided any audios of the excessive noise or any videos. The Landlord confirmed they were not in receipt of any. I find in favour of the Tenant as the other neighbouring tenant was not at the hearing to testify to what was observed on August 6, 2025. It is true that there is an email regarding the noise, but based on the email adduced, I am not satisfied that the noise was excessive or substantially interfering with other tenants.
7. On August 15, 2025, the Landlord's agent testified that the Tenant's backyard was still in a state of disarray. Items were observed being hung on the fence, dog tether was attached to the fence, fresh and old dog feces were observed on the lawn, and there was a burn mark on the fence from a BBQ. On September 2, 2025, toys were observed on the pathway. Photographs of the toys on the pathway were submitted into evidence by the Landlord. The Tenant challenged the Landlord's evidence. Specifically, in the photographs presented into evidence, the toys were neatly lined up against the wall and there was not a substantial amount of dog feces noted in the photographs. I find that the Tenant successfully challenged the Landlord's evidence and do not find that the incident on August 15, 2025 would rise to the level of substantial interference. The photographs from September 2, 2025 were of the toys lined up neatly against the back wall and minimal dog feces observed.
8. On October 15, 2025, an audio was made of the music being played. On November 28, 2025, the Landlord was unable to mow the lawn in the backyard as a result of the Tenant's personal items being scattered throughout the yard. Based on the evidence adduced at the hearing, I am not satisfied that the Tenant has substantially interfered with the Landlord's

and the other tenants' reasonable enjoyment of the residential complex. I would have reasonably expected the Landlord to summons the other tenants to the hearing to provide direct evidence, which would have given the Tenant the opportunity to cross examine the other neighbouring tenants. Furthermore, the only audio provided into evidence does not support that the noise was excessive – this may be due to the quality of the audio, however, I am not satisfied the noise was substantially interfering with neighbouring tenants.

9. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 5, 2026
Date Issued

Vishal Nanda
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.