



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-059248-25

In the matter of: 116, 1 SLESSOR BLVD
GRIMSBY ON L3M3T2

Between: Interrent Holdings Manager LP Landlord

And

Antoinette Fryns Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Antoinette Fryns (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 February 10, 2026.

Only the Landlord's legal representative, Daniel Abraham, and the Landlord's Witness, Maggie Kilts, the Landlord's property coordinator, attended the hearing.

As of 10:45 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord also served the Tenant the Notice of Hearing one week before the hearing. 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 proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On June 20, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:

Strong odours of cat urine and feces emanated from the Tenant's rental unit on October 7, 2024, November 8, 2024, May 2, 2025, May 7, 2025, May 21, 2025, and June 18, 2025. The rental unit was also not in a reasonable state of cleanliness.

4. The Landlord's witness gave evidence with respect to the allegations set out in the notice of termination.
5. According to the Landlord's witness, the Tenant resides in the rental unit with her spouse. They have two or three cats and a dog and the animals' urine soaks through the carpeting and floors. Other tenants residing in the residential complex complain about the odour emanating from the rental unit. A municipal By-law inspection also confirmed a strong odour emanating from the rental unit.
6. The Tenant has been dealing with health challenges, including several strokes. As such, the Landlord's witness generally communicates with the Tenant's spouse. The witness had spoken to the Tenant's spouse several times about the odours emanating from the rental unit and he promised that they will take care of it. The Tenant's spouse promised to get a professional cleaner.
7. The Landlord also sent the Tenant numerous notices since 2024 about the odour emanating from the rental unit.
8. The witness also confirmed that strong odours emanated from the rental unit on June 27, 2025, that is during the voiding period.
9. The Tenants have also been refusing the Landlord entry to inspect the rental unit.
10. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
11. Based on the uncontested evidence before me, I find that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction.

13. The Tenant and her spouse have been residing in the rental unit since 2011. The Tenant has multiple health challenges.
14. The Tenant and her spouse denied the Landlord entry on August 25, 2025, and September 19, 2025, that is after the notice of termination was given to them.

15. On August 25, 2025 the Tenant and her spouse informed the Landlord by handwritten note that they were in the process of obtaining professional cleaners to resolve the issue amicably.
16. According to the Landlord's witness, however, as of January 30, 2026, there was no evidence that the rental unit has been brought to a state of reasonable cleanliness, and foul odours continued to emanate from the rental unit.
17. The Landlord offered the Tenant and her spouse help with decluttering and cleaning the rental unit, and combatting the odours; however, up to date, the Tenant and her spouse have not accepted the Landlord's offer to help.
18. The Landlord requested termination of the tenancy.
19. I have considered all of the disclosed circumstances of the Landlord and the Tenant in accordance with subsection 83(2) of the Act, including the length of the tenancy and the Tenant's health challenges and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before April 6, 2026, the Tenant shall bring the rental unit to a state of reasonable cleanliness and ensure that foul odours do not emanate from the rental unit.
3. After April 6, 2026, the Tenant shall continue to maintain the rental unit in such a state of reasonable cleanliness that it will not emanate foul odours.
4. The Landlord may inspect the rental unit to ensure compliance with this order on a monthly basis provided notice of entry is served on the Tenant in accordance with the Act. The Tenant and/or her spouse shall not interfere with or obstruct the Landlord's right to inspect.
5. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 4 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$186.00.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Jana Rozehnal
Member, Landlord and Tenant Board

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