



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

File Number: LTB-L-084049-25

In the matter of: upper, 2625 LUNDENE RD
MISSISSAUGA ON L5J3Y8

Between: Teslim Balogun Landlord

And

Sharon Gilliland Tenant

Teslim Balogun (the 'Landlord') applied for an order to terminate the tenancy and evict Sharon Gilliland (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on February 19, 2026.

The Landlord and the Tenant and the Tenant's agent, Jessica Vanevera, attended the hearing.

Preliminary issues:

1. At the start of the hearing, I raised a preliminary issue that the second N5 notice contained allegations that predated the first N5 and the notice lacked sufficient details.
2. The following details were provided by the Landlord in the second N5 Notice:
 - August 18, 2025: failure to pay water charged in the amount of \$358.93.
 - July 16, 2021, July 31, 2021, October 23, 2025, February 3, 2025, and April 4, 2025: the Tenant was previously warned to stop smoking.
 - October 6, 2025, smoking disturbances- the Tenant continues to smoke inside causing odour to travel into the basement.

3. Section 68 states:

68 (1) A landlord may give a tenant notice of termination of the tenancy if,
 (a) a notice of termination was given to the tenant under section 62, 64 or 67; and
 (b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61 (2) (a). 2006, c. 17, s. 68 (1); 2017, c. 13, s. 12.

[Emphasis added]

4. Section 43(2) of the Act states that a notice of termination must include reasons and details respecting the termination.
5. In this case, the allegations of failure to pay water charges and letters sent to the tenant regarding the smoking are up to the period ending on April 4, 2025. Which is not any new activities or conduct that occurred more than seven days but less than six months after the first N5 notice was given as required by s. 68. Accordingly, this incident is invalid.
6. The difficulty with the second N5 notice with respect to the incidents on August 31, 2025, is that is unclear, confusing and vague. Specifically, it is unclear which period the Tenant did not pay their utility charges.
7. Based on the information provided, I find that the Tenant cannot be reasonably expected to understand the reasons and details respecting termination with respect to the incidents described on August 31, 2025. Therefore, I also find that the Tenant was not put in a position to understand the case to be met
8. As such, I proceeded to hear the Landlord's L2 application based on the second N5 only on the incident that occurred on October 6, 2025.

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. Therefore, Given the circumstances, I find an order requiring prompt payment to be appropriate.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On August 31, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: The Tenant has persistently failed to pay

the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 4 times in the past 4 months.

4. Since the N8 was served, the Tenant continued to pay their rent on time for the months of August 2025 to February 2026.
5. The Tenant does not dispute the allegation that the rent has been persistently late. It was the evidence of the Tenant that they had issues paying the rent on time each month for the four months listed.
6. Based on the evidence before the Board, I am satisfied that the Tenant has been persistently late in paying their rent.
7. The Landlord served two N5 Notices of Termination ("N5 Notice") alleging that the Tenants substantially interfered with the reasonable enjoyment or another lawful right, privilege or interest of the Landlord or another tenant pursuant to s.64(1) of the Residential Tenancies Act, 2006 (the "Act").

First N5 Notice

8. The Landlord served the Tenants with an N5 Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding ('N5 Notice') on July 5, 2025. The termination date in the N5 Notice was July 28, 2025. I am satisfied that the first N5 Notice was properly served and complied with s.64 of the Act.
9. The N5 Notice alleges substantial interference with another tenant's or the landlord's reasonable enjoyment of the premises and/or lawful rights, privileges, or interests. The N5 Notice gave the Tenants an opportunity to void the notice within 7 days by refraining from the conduct complained of in the notice.
10. The allegations noted in the first N5 Notice are:
 - April 4, 2025: the Landlord received complaints about consistent shouting, fighting upstairs, and the Tenant smoking upstairs.
 - November 29, 2024: the Landlord received another complaint about loud noise, fighting and regular cigarette smoke.
 - October 25, 2023: the Landlord received another complain about smoke odour coming into the basement.
11. In accordance with section 64(3) of the Act, the first N5 Notice is voided if the Tenants do not engage in any further conduct of the type described in the N5 Notice during the 7-day period after the N5 Notice was given to the Tenants. In this case, that 7-day voiding period was July 6 to July 12, 2025. The Landlord did not lead any evidence of further conduct of the type described in the first N5 Notice during this period. I find the first N5 Notice was voided.

12. The Landlord served a second, non-voidable N5 notice on the Tenants pursuant to s. 68 on October 6, 2025. The second N5 Notice noted a termination date of October 23, 2025.
13. The second N5 Notice contained the same allegations as noted in the first N5 notice and noted the issues relating to smoking are ongoing.
14. The Landlord relies on email from the Tenant from the basement, dated October 6, 2025, which complains of a cigarette smoke smell coming into their unit and they provide notice to the Landlord to move out. The letter does not identify that the cigarette smoke smell is specifically coming from the Tenants unit.
15. The Landlord also relies on a letter from Air Duct Cleaning that is dated on February 1, 2026, in which they inspected the upstairs unit and found that there is minor presence of nicotine odor within the unit.
16. The Tenant and her occupants stated that no one living in the building has ever addressed issues related to smoking with them. The Tenant stated that her daughter in law and her son smoke outside of the home because of her health issues and they denied they smoke inside the rental unit.
17. Considering all of the evidence, I cannot find, on a balance of probabilities, that the Tenant has been smoking in their rental unit. Neither of the authors of the letter attended the hearing to testify that have actually seen either the Tenant or their occupants smoking. In these circumstances, the Landlord had an obligation to investigate the complaints as they happened to verify that the smoke was coming from the Tenants' unit. The Landlord failed to take any steps to investigate the source of the smoke, and I am not satisfied based on Landlord's evidence in this case, especially considering the Tenants deny smoking in the unit.
18. Even if I did find that the Tenants were the cause of the smoke, I am not satisfied on a balance of probabilities that the Landlord has proven that this substantially interfered with another tenants' reasonable enjoyment of their unit or a lawful right, privilege or interest of the Landlord.
19. The Landlord did not submit any evidence that it is a term of the lease that the Tenant are not permitted to smoke in the rental unit. The basement Tenant did not attend to testify that they smell the smoke and did not provide any evidence as to how the smoke impacts them or substantially interferes with their reasonable enjoyment.
20. Considering all of the evidence, I am not satisfied that even if the smoke is caused by the Tenant, that it has substantially interfered with another tenants' reasonable enjoyment of their unit or a lawful right, privilege or interest of the Landlord. For the reasons above, this portion of the Landlord's application shall be dismissed.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. There is no last month's rent deposit.
23. The Tenant contends that they are now in a position to pay the ongoing rent on time. The Tenant requested an order preserving the tenancy on the condition that the Tenant

pay the rent on time for a period of 12 months. The Landlord did not dispute that the Tenant has been paying their rent on time. Given that the Tenant has paid on time and cured the issue after the N8 was served, I 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. The Tenant shall pay to the Landlord the lawful rent in full and on time for each consecutive month it comes due commencing on April 1, 2026, and continuing through to March 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (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.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

Vinuri Sivalingam
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.