



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc. v Drouillard, 2026 ONLTB 20800

Date: 2026-03-12

File Number: LTB-L-080607-25

In the matter of: 212, 1250 SOUTHFIELD DR
TECUMSEH ON N8N0J7

Between: Skyline Real Estate Holdings Inc., C/O Skyline Living Landlord

And

Bonnie Drouillard Tenant

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Bonnie Drouillard (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 8, 2026.

Only the Landlord's legal representative Shannon Kiekens attended the hearing.

As of 10:05 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 proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, a conditional order is issued requiring the Tenant to remedy the issues identified in the Landlord's application pursuant to the conditions ordered below, failing which the Landlord can apply to the Board to terminate the tenancy without further notice to the Tenant.

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

The N5 Notice

3. On September 15, 2025, the Landlord gave the Tenant an N5 notice of termination (the 'N5 Notice'). The notice of termination contains the following allegations:
 - Between September 25, 2024 and September 11, 2025, employees of the Landlord conducted five inspections of the Tenant's rental unit and observed unsanitary conditions, leading to complaints from other tenants regarding odours emanating from the rental unit.
4. The Tenant did not correct the situation within seven days after receiving the N5 notice of termination. According to email records presented by the Landlord, staff members attended the Tenant's rental unit on September 22, 2025 and noted that the unit was "a bit better" but there was "still an odor". Photographs taken during this inspection show significant amounts of cat litter on the floor of all areas of the apartment. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. I am satisfied, on a balance of probabilities, that the Landlord has proven the allegations in the N5 Notice.
6. An internal incident report – dated September 25, 2024 – was presented at the hearing. The report was authored by Cesare Ianni, an employee of the Landlord who conducted an inspection of the Tenant's rental unit on that date. Mr. Ianni wrote that he attended the unit to reset a smoke detector and noticed a bad odour in the rental unit. He entered the unit and discovered cat litter throughout the rental unit.
7. A second internal report – dated January 3, 2025 – was presented at the hearing. The report was authored by Rowena Lachance, an employee of the Landlord who conducted an inspection of the Tenant's rental unit on that date. Ms. Lachance wrote that she had attended the rental unit with Michelle Beaton – the property manager of the residential complex – in December 2024 to inspect the rental unit and conducted a follow-up inspection on January 3, 2025. Per Ms. Lachance's report, the Tenant was told in December that she needed to remedy the condition of her unit, and the condition of the unit had not improved by the time of the January inspection. Photographs corroborating the reported conditions are attached to the report.
8. A third internal report – dated April 8, 2025 – was presented at the hearing. Ms. Lachance also authored this report. Ms. Lachance wrote that she had attended the rental unit with another employee of the Landlord – Lori Bauwens – for a follow-up inspection on April 8, 2025. Per Ms. Lachance's report, the rental unit was in "terrible shape," citing concerns about cat litter, cat urine on the floor, and clutter. Photographs corroborating the reported conditions are attached to the report.
9. A fourth internal report – dated September 11, 2025 – was presented at the hearing. Ms. Lachance also authored this report. Ms. Lachance wrote that she had attended the rental unit for a follow-up inspection on September 11, 2025. Per Ms. Lachance's report, there

was cat litter, cat urine, cat feces, and clutter throughout the rental unit. Photographs corroborating the reported conditions are attached to the report.

10. While none of the authors of these reports testified at the hearing, I am satisfied on a balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment of the residential complex by the Landlord and other tenants by failing to keep her rental unit clean, resulting in complaints about odours emanating from the rental unit. The reports presented at the hearing are contemporaneous with the events alleged and the Tenant did not appear at the hearing to contest their contents.
11. The Landlord's representative withdrew the claim for daily compensation at the hearing.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), 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.
14. The Tenant's pattern of behaviour – and lack of responsiveness to the Landlord's efforts to address the issue is concerning. Particularly concerning are the Tenant's reported undertakings to correct the issue which have been documented to be inadequate. For example, after the N5 Notice was served and the voiding period passed, the Tenant told the Landlord that she had hired a cleaning service to assist in the situation. In my view, based on the photographs presented by the Landlord with respect to the September 22, 2025, inspection, this is not true. The floors are visibly dirty, and it is difficult to believe they had been professionally cleaned within the past seven days.
15. In considering whether relief from eviction is appropriate, I considered the Landlord's submission that the Tenant is elderly. While the Tenant was not present at the hearing, I considered the circumstances disclosed in the Landlord's evidence.
16. While I have decided to issue a conditional order preserving the Tenant's tenancy, the Tenant needs to understand that her tenancy is in jeopardy if she does not take steps to remedy the issues identified by the Landlord. The Landlord has provided the Tenant with information about resources in the past to address the issue, which the Tenant refused. I recommend that she reconsider those resources. The time for action on this issue is now: if the Tenant does not take the steps outlined in the order below, the Landlord will be able to apply for termination of her tenancy without further notice.

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 March 31, 2026, the Tenant shall ensure that the unit is free from cat litter, cat urine, or cat feces (outside of designated litter boxes).

3. On or before March 31, 2026, the Tenant shall ensure that no pet odours are emanating from her rental unit to the common areas of the residential complex.
4. From April 1, 2026 to March 31, 2027, the Tenant must maintain the following conditions in her rental unit:
 - No cat litter, cat urine, or cat feces is to be present in the rental unit, outside of designated litter boxes which are regularly cleaned.
 - No detectable odours related to the Tenant's pets are to be present in the hallway outside of the Tenant's rental unit.
5. If the Tenant fails to comply with the conditions set out in paragraph 2, 3, or 4 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.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

March 12, 2026
Date Issued

Jeremy Henderson
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 24, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.