



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

File Number: LTB-L-091034-25

In the matter of: 805, 2255 WESTON RD
YORK ON M9N1Y5

Between: Weston Co-Ownership Apartments Inc. Landlord

And

Sonya Neverson Tenant
Vanel Francis
Gabridonne Neverson

Weston Co-Ownership Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sonya Neverson, Vanel Francis and Gabridonne Neverson (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

This application was heard by videoconference on January 20, 2026.

Only the Landlord's Legal Representative Andrew Hyland and the Landlord's Agent Matthew Teich attended the hearing.

As of 9:40 am, 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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 1, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On October 10, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
 - The Tenant repeatedly left garbage and personal items in the hallways of the residential complex instead of properly disposing of them in the building dumpster.
 - The Tenant dragged garbage bags through the hallways, causing liquids to leak onto the hallway carpets, resulting in stains and odours in the common areas.
 - The Tenant interfered with the Landlord's attempt to conduct an inspection of the rental unit by yelling at Landlord staff and following them into the common area while continuing to shout and raise their fists toward the staff member.
5. It is the Landlord's uncontested evidence that the Tenant engaged in an ongoing pattern of conduct that interfered with the reasonable enjoyment of the residential complex by the Landlord and other tenants. The Landlord's Legal Representative submitted that between April 3, 2025, and July 15, 2025, there were nine documented incidents where the Tenant left garbage and personal items in the common hallway outside the rental unit. The Landlord's evidence included photographs documenting these incidents.
6. The Landlord also submitted evidence relating to incidents that occurred after the first N5 notice of termination was served. On August 3, August 6 and August 22, 2025, the Tenant dragged garbage bags through the hallway to the garbage disposal area. The Landlord's evidence included photographs and video recordings showing liquids leaking from the garbage bags onto the hallway carpets, which caused stains and odours in the common areas. The Landlord's evidence also showed that the liquid trails led from the garbage disposal area back toward the Tenant's rental unit.
7. The Landlord further submitted that on September 18, 2025, the Tenant interfered with the Landlord's attempt to conduct an inspection of the rental unit. The Landlord's Agent testified that during the inspection the Tenant yelled at Landlord staff and followed them into the hallway while continuing to shout and raise their fists toward the staff member. The Landlord's evidence included a video recording of this incident as well as a written report from the resident manager who attended the inspection.
8. On the basis of the uncontested evidence before the Board, I find that the Tenant's conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. Therefore, the tenancy shall be terminated.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$192.74 is owing to the Tenant for the period from May 15, 2020, to January 20, 2026.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 21, 2026.
2. If the unit is not vacated on or before March 21, 2026, then starting March 22, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 22, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026, at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Kyle Anderson
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 22, 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.