



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2546179 ONTARIO INC. v Goodchild, 2026 ONLTB 21360

Date: 2026-03-13

File Number: LTB-L-093989-24

In the matter of: Apartment #8, 57 CEDAR ST
Levack ON P0M2C0

Between: 2546179 ONTARIO INC. Landlord

And

Sharon Goodchild Tenant

2546179 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Sharon Goodchild (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 26, 2026.

The Landlord's Agent, Daniel Pazer, the Landlord's Legal Representative, Humza Khalid, the Tenant's Legal Representative, Nathan Boivin, and the Tenant attended the hearing. Dorothy Khorshed attended the hearing as an interpreter for the Landlord and Joanne Ouellet attended the hearing as a witness for the Landlord.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's application is based on a first, voidable N5 Notice alleging the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
4. The N5 Notice was served pursuant to section 64 of the *Residential Tenancies Act, 2006* (the "Act"), which states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

5. On October 14, 2024, the Landlord gave the Tenant the N5 Notice with a termination date of November 17, 2024. The notice of termination contains the following allegations:
 6. The Tenant contests the allegations on the N5 Notice. There is no dispute that the Tenant smokes cigarettes in the rental unit. However, the Tenant denies smoking marijuana or being the source of the smell in the common areas or in other units.
 7. The parties agree that the Tenant does not smoke in the common areas and that there is no condition in the lease that prohibits smoking. There is also no dispute that the tenancy commenced before the Landlord purchased the property.
 8. As this is the Landlord's application, the onus of proof rests with the Landlord.
 9. The Landlord testified that he was at the rental property on August 2, 2024 and August 30, 2024 and detected the smell of cigarettes or marijuana coming from the rental unit.
 10. The Landlord acknowledged that there are other smokers in the property and that the residents in unit 10, which is directly above the rental unit, also smokes. The Landlord did not investigate the smell on these dates. Given the proximity of unit 10 and the likelihood that there is a shared HVAC system, I am not persuaded by the Landlord's evidence that the source of smell in the hallway is due to the Tenant smoking in her unit on these dates.
 11. Even if I accept the Landlord's evidence as true, there is no evidence before the Board that another resident complained about the smell on August 2, 2024 and August 30, 2024. As such, I cannot find that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of another tenant on these dates.
 12. While it can be argued that the Landlord's reasonable enjoyment or lawful right, privilege or interest has been interfered with on August 2, 2024 and August 30, 2024, I do not find this to be the case here. The Landlord acknowledged that he has made no efforts to reduce smells infiltrating into the common areas, such as installing weather stripping to

seal the unit door, since his purchase of the property in 2016. In other words, even if the Landlord was bothered by the smells from the rental unit, he chose not to attempt any fixes to rectify the issue and I cannot find that the Landlord's reasonable enjoyment or lawful right, privilege or interest was *substantially* interfered with.

13. With regards to the other allegations on the N5 Notice on September 26, 2024 and September 27, 2024, the Landlord provided no meaningful evidence to establish that there was a smell from the rental unit or that the smell *substantially* interfered with another tenant's reasonable enjoyment or lawful right, privilege or interest.
14. The Landlord's only witness was not the complainant on September 26, 2024 and September 27, 2024 nor was she able to inform that Board that the smell she detects originates from the rental unit. The witness acknowledged that the smell could be coming from unit 10.
15. None of the written complaints the Landlord submitted into evidence references specifically the September 26, 2024 and September 27, 2024 complaints. Without the complainant's direct evidence, I am unable to determine if the smell was present and even if present, rise to the level of *substantial* interference.
16. Given all of the above, I am not satisfied the Landlord has presented sufficient evidence to meet their burden of proof to establish the Tenant has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests on the four dates alleged in the N5 Notice. Therefore, the N5 Notice is invalid and the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 13, 2026
Date Issued

Vicky Liu
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.