



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105410-25

In the matter of: 1601, 2215 SHERIDAN PARK DRIVE
MISSISSAUGA ON L5K0B2

Between: KIPLING RESIDENTIAL MANAGEMENT 8 Landlord

And

MICHAEL GOLDENITZ Tenant

KIPLING RESIDENTIAL MANAGEMENT 8 (the 'Landlord') applied for an order to terminate the tenancy and evict MICHAEL GOLDENITZ (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 23, 2026.

The Landlord's legal representative, Sean Beard, and Landlord agent Stacy Ferguson attended the hearing.

As of 12:01pm, 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 and the claim for compensation in the application.
2. On November 27, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of December 17, 2025. The notice of termination alleges the Tenant is smoking marijuana in the rental unit in contravention to the Smoke Free Ontario Act 2017 and causing smoke to spread to other surrounding rental units.

3. The Landlord's L2 application based on the single N5 notice was filed with the Board on December 13, 2025.
4. The Tenant was in possession of the rental unit when the Landlord filed the application with the Board.
5. The rental unit is a multi unit residential complex with approximately 18 floors and 169 rental units. the Tenant's rental unit is on the 16th floor.

Landlord evidence

6. The Landlord agent stated that since November 26, 2025, the Landlord has received almost daily complaints from multiple tenants in the residential complex regarding the Tenant smoking marijuana in the rental unit.
7. The Landlord staff and the Landlord agent have attempted to reach out to the Tenant to address the issue by door knocking, emails and warning letters however the Tenant has not responded to any of the Landlord's attempts.
8. The Landlord agent stated she also has attempted to communicate with the Tenant by attending the rental unit and knocking on the Tenant's door however the Tenant does not respond.
9. The Landlord agent stated that she has attended the rental unit on several occasions to address the complaints personally and there is a heavy smell of marijuana emanating from the Tenant's rental unit.
10. The Landlord agent stated on the day she served the Tenant with the N5 notice, she could smell heavy marijuana smoke coming from the Tenant's rental unit. She knocked, many times, assuming the Tenant was in the rental unit, however the Tenant did not respond or answer the door.
11. The Landlord agent stated the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
12. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Tenant's conduct has substantially with the Landlord's reasonable enjoyment lawful right, privilege, or interest of the residential complex. I say this because I find the Landlord agent credible in her testimony of the repeated complaints from multiple tenants the Landlord has received regarding the Tenant's smoking marijuana in the rental unit. I am persuaded by the Landlord agent's assertions that she has personally witnessed the Tenant's conduct and attempted to address the issue with no response from the Tenant.

13. The Tenant was required to pay the Landlord \$5,307.40 in daily compensation for use and occupation of the rental unit for the period from December 18, 2025 to February 23, 2026.
14. Based on the monthly rent, the daily compensation is \$78.05. This amount is calculated as follows: \$2,374.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,374.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$66.73 is owing to the Tenant for the period from January 1, 2025 to February 23, 2026.
17. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

18. The Landlord's agent stated the Tenant does not have any young children living in the rental unit, or have any medical issues. The Landlord agent stated the Tenant's girlfriend may also be occupying the rental unit.
19. The position of the Landlord is the Tenant has little regard for the other tenants and the frequency of the Tenant's conduct of smoking marijuana in the rental unit is affecting many of the Tenant's on the same floor as the Tenant.
20. The Tenant did not attend the hearing to provide submissions of his own for my consideration to delay or deny the Landlord's request for eviction.
21. Therefore, the Landlord's request is granted.
22. 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.
23. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
24. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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 24, 2026.

2. If the unit is not vacated on or before March 24, 2026, then starting March 25, 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 25, 2026.
4. The Tenant shall pay to the Landlord \$5,307.40, which represents compensation for the use of the unit from December 18, 2025 to February 23, 2026.
5. The Tenant shall also pay the Landlord compensation of \$78.05 per day for the use of the unit starting February 24, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,440.73 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$3,052.67.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026 at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Greg Brocanier
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 25, 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.

