



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kenora District Services Board v Hannett, 2026 ONLTB 22648

Date: 2026-03-19

File Number: LTB-L-004548-26

In the matter of: 123, 10 VICTORIA ST
DRYDEN ON P8N3A2

Between: Kenora District Services Board

Landlord

And

Norma Hannett
William Hannett

Tenant

Kenora District Services Board (the 'Landlord') applied for an order to terminate the tenancy and evict Norma Hannett and William Hannett (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 March 11, 2026.

The Landlord's representative Nicki Zilkalns and the Tenants attended the hearing.

Reasons:

1. The Landlord applies to terminate the tenancy based on an N5 notice of termination while alleged that one of the Tenants had been smoking in the rental unit and on the balcony. The building has a designated smoking area, and smoking in units or on balconies is not permitted.
2. The Tenant concedes that she has been smoking in the unit. I am satisfied that her conduct substantially interfered with the reasonable enjoyment of the Landlord and other tenants. The harms of smoking indoors are well established, and include exposing other occupants to second-hand smoke.
3. Since December, 2025, the Landlord has warned the Tenant several times to stop smoking in the unit. The Tenant's response has been that she is trying hard to quit smoking. She said the same thing at the hearing of this matter.

4. Quitting smoking is hard. The Tenant has not succeeded so far, and might not succeed. However, she is not required to quit smoking. She is only required to confine her smoking to the building's designated smoking area.
5. I am not persuaded that the Tenant is going to confine her smoking to the designated smoking area. When asked why she had been smoking in her unit, she replied that she did not know and did not "have a good excuse." She reiterated that she was trying to quit. I pointed out that she had already been trying to quit, and asked what had changed. She replied that in the past week, she had not smoked in the unit "all that much" and had sometimes used the designated area.
6. In her closing argument, the Tenant reiterated that she was trying to quit smoking.
7. 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 refuse eviction pursuant to section 83 of the Act.
8. I hope that the Tenant will succeed in quitting smoking. However, there is no evidence to suggest that it is likely. In the meantime, it is clear that the Tenant is not going to stop smoking in her unit. She has known for months that she should be smoking in the designated area, but has continued to smoke in the unit, even though she admits to having no reason not to use the designated area. Her only plan to stop smoking in the unit is to quit smoking entirely.
9. It would be unfair to the Landlord to permit the tenancy to continue in the hope that the Tenant will quit smoking, when she has not adopted the much easier solution of smoking in the designated area.
10. I also note that nicotine addiction is a disability within the meaning of the *Human Rights Code*. However, the Landlord has accommodated the Tenant's disability by providing a designated smoking area. There is no evidence that the Tenant's decision to smoke in her unit, rather than the designated area, is linked to a disability. Consequently, the *Code* is not engaged in this case.
11. It would not be unfair to postpone eviction until April 30, 2026. The Tenant requested a delay to that date, and the Landlord agreed to it.

Compensation owing to the end of the tenancy

12. The Tenant was required to pay the Landlord \$910.73 in daily compensation for use and occupation of the rental unit for the period from January 10, 2026 to March 11, 2026.
13. Based on the monthly rent, the daily compensation is \$14.93. This amount is calculated as follows: \$454.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenants shall pay to the Landlord \$910.73, which represents compensation for the use of the unit from January 10, 2026 to March 11, 2026.
5. The Tenants shall also pay the Landlord compensation of \$14.93 per day for the use of the unit starting March 12, 2026 until the date the Tenants move out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenants must pay the Landlord is \$1,096.73, less any amounts already paid for rent for the relevant period.
8. If the Tenants do not pay the Landlord the full amount owing on or before March 30, 2026, they will start to owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.

March 19, 2026

Date Issued

Dale Whitmore

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 November 1, 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.

