



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092923-25

In the matter of: 109, 136 CONCESSION ST E
TILLSONBURG ON N4G1P7

Between: Escalade Property Corp. Landlord

And

Mary Geisel Tenant

Escalade Property Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Mary Geisel (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 10, 2026.

Only the Landlord's legal representatives, Thomas Schoenleber and Loryn Lux, attended the hearing. Kyndall Fiest and Ryan Heald also attended the hearing on behalf of the Landlord.

The Tenant did not attend the hearing throughout the entire hearing block although properly served with notice of this hearing by the LTB. The Landlord's legal representative also sent the Tenant the Notice of Hearing and disclosure on January 20, 2026. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 24, 2025, the Landlord gave the Tenant a first, voidable, N5 notice of termination pursuant to section 64 of the *Residential Tenancies Act*, 2006 (the 'Act'). In the

notice of termination, the Landlord alleged that the Tenant smoked in her rental unit on October 23, 2025, contrary to her lease agreement, despite having been given numerous warnings not to smoke.

4. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.
5. On November 3, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: the Tenant again smoked in her rental unit on November 1, 2025 and on November 2, 2025 contrary to the terms of the tenancy agreement.
6. Kyndall Fiest, the Landlord's property manager, and Ryan Heald, the superintendent of the residential complex, gave evidence on behalf of the Landlord. They confirmed the allegations set out in the notices of termination.
7. The superintendent testified that he smelled cigarette smoking emanating from the Tenant's unit 90% of the time. He had talked to the Tenant about the issue since 2024, but to no avail.
8. The tenants residing across the hall from the Tenant's rental unit complain about the Tenant's smoking. Other residents complain as well.
9. Based on the uncontested evidence before me, I find that the Tenant's conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
10. This conduct also substantially interferes with a lawful right, privilege or interest of the Landlord to live in a smoke free environment.
11. Based on the monthly rent, the daily compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,450.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$154.10 is owing to the Tenant for the period from March 13, 2021, to February 10, 2026.
14. The Landlord requested that the tenancy be terminated as the Tenant was incorrigible. The Landlord was unaware of any circumstances that would lead to a delay or denial of eviction.
15. The lease submitted into evidence shows that the Tenant has been residing in the rental unit since May 2021. As such, she may require extra time to find alternate accommodation.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until April 17, 2026 pursuant to subsection 83(1)(b) 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 April 17, 2026.
2. If the unit is not vacated on or before April 17, 2026, then starting April 18, 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 April 18, 2026.
4. The Tenant shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting April 18, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 18, 2026 at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Jana Rozehnal
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 October 18, 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.