



Order under Section 69 Residential Tenancies Act, 2006

Citation: Weinbrenner Place Inc. v Gunnis, 2026 ONLTB 22881

Date: 2026-03-20

File Number: LTB-L-086519-25

In the matter of: 512, 3401 WEINBRENNER RD
NIAGARA FALLS ON L2G7K6

Between: Weinbrenner Place Inc. Landlord

And

Donte Gunnis Tenant

Weinbrenner Place Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Donte Gunnis (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 3, 2026.

The Landlord and the Tenant attended the hearing.

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. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. On August 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of September 14, 2025. The first N5 notice alleges that the Tenant had a party on August 23, 2025, wherein the Tenants and their guests were yelling, clapping, smoking marijuana and using profanity that disturbed other tenants.

4. 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).
5. On October 14, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of October 28, 2025. The notice of termination contains the allegations that on September 7, 2025 and October 7, 2025, the Tenant engaged in the same behaviour as the first N5 including shouting, yelling, arguing, profanity and marijuana.
6. The Landlord's second N5 notice also alleges that between September 18-19, 2025, the Tenant has caused marijuana paraphernalia to be left around the residential complex and fails to remove garbage from their balcony.

Landlord's Evidence

Gabriela Butera

7. The Landlord Gabriela Butera (GB) testified that she received an e-mail from a tenant in the residential complex on September 7, 2025, at 2:00 a.m. complaining about noise and disturbances.
8. GB's evidence is that the complaining tenant was advised to contact the superintendent however, when the superintendent arrived at the Tenant's door the Tenant did not answer the door and did not "stop the partying".
9. GB further testified that on September 18, 2025, a piece of an apparatus used for smoking marijuana was found by a tenant in their garden area, and that the Tenant leaves garbage and condoms around the property of the residential complex.
10. GB also testified that she received a complaint on October 7, 2025, from Jennifer Maillet in relation to noise and partying by the Tenant or their guests.
11. During GB's testimony she referred to a schedule "A" attached to the second N5 notice that contains photographs and the text of e-mail complaints received.
12. GB's evidence that the Tenant causes a lot of noise in the residential complex and constantly parties in the rental unit. GB also testified that since the second N5 notice was served there were subsequent complaints received in November and December 2025, and January 2026.
13. One former tenant of the residential complex has vacated due to the issues and filed an application against the Landlord.
14. The Tenant challenged the Landlord on cross examination in relation to why he had not been advised of complaints after the N5 notice was served in October with GB testifying that she and another individual had spoke to the Tenant, other tenants complained directly to the tenant, and GB sent an e-mail to the Tenant outlining the issues.

Jennifer Maillet

15. Jennifer Maillet (JM) testified that she is a tenant in the residential complex who lives below and diagonal to the Tenant's rental unit. JM described the Tenant's behaviour as being ongoing since April 2025 testifying that she has put up with months of almost daily yelling, screaming, and fighting all throughout the daytime and evening hours.
16. JM also testified that she has found garbage, lighters, and marijuana paraphernalia around the residential complex that she attributes to the Tenant or their guests.
17. JM gave evidence that when the Tenant or their guests are on the balcony they were smoking marijuana and heard "vulgar and disgusting" language. JM expressed concerns for children who live in the residential complex being exposed to the Tenant's inappropriate language.
18. The Tenant questioned JM about her testimony in relation to why she didn't begin reporting issues until October when her testimony was that the issues began in April. JM explained that she was trying to be tolerant and didn't want to alienate the Tenant by immediately complaining.

Tenant's Evidence

19. Donte Gunnis (DG) testified that he lives in the rental unit with his mother, great-grandmother, and little brother. DG's great-grandmother is experiencing cognitive decline.
20. DG's evidence is that he will get together with friends and family members on weekends and he acknowledged that during gatherings "it gets loud". DG recalled having a gathering on September 7, 2025, but does not remember being loud on that date.
21. DG denied the persistence of the issues asserting that it's only occasionally that there might be noise when he has visitors. DG's evidence is that he had two visitors who would be on the balcony smoking in the mornings and during the day but denied that those individuals would yell or use profanity.
22. DG also acknowledged that the noise and gatherings may continue at 11:00 p.m., 12:00 a.m., and 1:00 a.m. but denied causing any issues in the early morning hours at 2:00 or 3:00 a.m. DG also clarified that he does not invite guests over during the week and will have gatherings on a Friday or Saturday.
23. DG gave evidence that since the N5 notices being served he has started telling his guests that they cannot make noise, and he has extended the time between gatherings so it does not occur on consecutive weekends.
24. DG testified that there are other smokers in the residential complex and, any marijuana paraphernalia that was discovered on the property is likely attributable to his guest. DG feels as though he is being watched by other tenants and does not feel welcome in the residential complex.

25. DG further testified that he has had notes left on his car and been threatened. DG also recalled his guests being called slurs when entering the residential complex. DG believes that the complaints are based on his age and race which GB denies.
26. DG's testimony is that he "did not intend for any of these things to happen" and that some of the persistent noise could be a result of his little brother who is "almost autistic", or his great-grandmother "Gigi". DG gave evidence that his great-grandmother will bang walls or hit things when being put to bed, and that just the other day she threw a plate of food on the floor.

Analysis

27. The evidence before me is that the Tenant or their guests caused a disturbance to other tenants in the residential complex by making noise on September 7, 2025, and October 7, 2025. The Landlord's testimony was consistent with that of JM and was further corroborated by the text of the written complaints submitted at the hearing.
28. The Tenant acknowledged that he and his family or guests can be loud, and I am satisfied that the incidents on September 7 and October 7, 2025, have been proven on a balance of probabilities.
29. The Landlord and JM gave evidence about the significant impact these incidents have had and these two incidents substantially interfered with the reasonable enjoyment of other tenants in the residential complex.
30. I am not satisfied that the marijuana paraphernalia being found on the property rises to a level of substantial interference with another tenant. The concern raised is that there are children who live in the residential complex however, there was no evidence that any actual marijuana was found that could pose a danger to the children.
31. Further, I am not satisfied that the Landlord has proven that the Tenant has kept or stored garbage on their balcony, nor how this would be a substantial interference with a lawful right or interest of the Landlord.
32. The Landlord did not submit a copy of the Tenant's lease showing a prohibition against storing items on the balcony or proof that any garbage that was on the balcony caused a health, safety, fire, or other hazard.
33. Accordingly, I find that the Tenant, an occupant of the rental unit, or a person permitted in the residential complex by the Tenant has disturbed other tenants on September 7 and October 7, 2025, with noise from the rental unit and balcony. This conduct has substantially interfered with other tenants' reasonable enjoyment of the residential complex.

Daily compensation, Rent Deposit and Costs

34. The Tenant was required to pay the Landlord \$7,201.04 in daily compensation for use and occupation of the rental unit for the period from October 29, 2025, to February 3, 2026, less any rent payments made by the Tenants during this period.

35. Based on the monthly rent, the daily compensation is \$73.48. This amount is calculated as follows: \$2,235.00 x 12, divided by 365 days.
36. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
37. The Landlord collected a rent deposit of \$2,235.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$70.15 is owing to the Tenant for the period from October 16, 2024, to February 3, 2026.
38. 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

39. The Landlord requested an order for eviction submitting that complaints have been ongoing and the Tenant would be unable to comply with a conditional order. The Landlord also submits that had rent arrears not accumulated, they may have taken a different position in relation to a conditional order.
40. The Landlord stressed that they have lost a good standing tenant because of the disturbances, and they are fearful of re-renting the former tenant's unit because of the ongoing issues. The issues have caused disturbances to other tenant's ability to live and work in the residential complex.
41. The Tenant asserts that they could abide by any conditions imposed but has been considering moving from the rental unit to find a more comfortable living situation.
42. The Tenant requested a delay of eviction to June 30, 2026, if a conditional order is not appropriate.
43. The Tenant's behaviour continued in September and October 2025 despite receiving the first N5 notice. The Landlord's evidence is that since October, the Tenant has still not rectified the issue, and complaints are still being received.
44. The Landlord has not rented a vacant unit in the building out of fear that another tenant will be subjected to disturbances.
45. Further, a conditional order would require the Tenant to refrain from making noise or causing disturbances in the residential complex otherwise, the Landlord could apply to the Board without notice if a breach occurs which could potentially result in the Tenant being evicted prior to June 30, 2026.
46. When considering all of the factors including the persistence of the issues, and Tenant's great-grandmother and brother, I am not satisfied that the Tenant could adhere to any conditions imposed.
47. Based on the evidence before me, a conditional order is not appropriate in the circumstances. The delay requested by the Tenant is reasonable to ensure that he and his family are able to find suitable accommodations.

48. 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 not be unfair to postpone the eviction until June 30, 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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$7,201.04, which represents compensation for the use of the unit from October 29, 2025, to February 3, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenant for this period.
5. The Tenant shall also pay the Landlord compensation of \$73.48 per day for the use of the unit starting February 4, 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 \$2,305.15 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 \$5,081.89.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

March 20, 2026
Date Issued

Kyle McGraw
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 January 1, 2027 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.