



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-105054-25

In the matter of: W007, 86 WELLINGTON ST E
BARRIE ON L4M2C5

Between: M Residential Real Estate LP Landlord

And

Bryanna Murray Tenant

M Residential Real Estate LP (the 'Landlord') applied for an order to terminate the tenancy and evict Bryanna Murray (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

This application was heard by videoconference on March 12, 2026.

Only the Landlord's agent Joseph Scriver and Landlord's legal representative Kristina Klein attended the hearing.

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 not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On November 11, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served the same date. The notice of termination contains the following allegations:

- On October 14, 2025, the Landlord received a complain that the Tenant was playing loud music, was engaged in fighting, was slamming doors, and had screaming from numerous people in her apartment. The police were called;
- On October 19, 2025, the superintendent emailed the property manager with concerns about the Tenant. Specifically, there was smoking in the rental unit and excessive noise that was interfering with other tenants on the residential complex;
- On November 8, 2025, the superintendent received a call from a tenant that between 11:00pm and 1:00am there was screaming, loud banging, loud music, and various guests ringing the intercom system. The police were called; and
- On November 10, 2025, the superintendent received an email from a tenant that there was unusual activity involving unwelcomed individuals visiting the building.

Testimony of Joseph Scriver

4. The witness is the building's superintendent. He testified that he has managed the property for the full three years of the Tenant's occupancy and is all tenants' first point of contact for any issues they may have in the building. He stated that he has firsthand knowledge of the ongoing problems associated with the rental unit, including persistent smoke and strong odours, as well as a high level of foot traffic (often five to eight people entering during the night) which has caused other tenants to worry about their safety.
5. Mr. Scriver described multiple incidents reported by residents. On October 14, 2025, some tenants complained of shouting, slamming doors, loud music that vibrated walls, fighting, and screaming from numerous people inside the rental unit. Residents indicated that police had been called and expressed that the situation had made the building feel unlivable. Similar concerns continued on October 19, 2025 when the witness emailed the property manager detailing ongoing smoking in the unit, excessive noise, and what others described as "out of control" behaviour. The witness confirmed that attempts to address the issues with the Tenant had not improved the behaviour.
6. Further incidents occurred on November 8, 2025 when a tenant reported screaming, banging, smoke, and loud music from approximately 11:00pm to 1:00am, with police again attending. On November 10, 2025, another tenant emailed the Landlord describing unusual activity (including multiple late-night intercom calls to their unit).
7. The witness testified that other tenants have become upset with him, believing he is not doing enough, and some have threatened to move out because they are at their breaking point.

8. Emails dated January 9, 2026, and February 27, 2026, were entered into evidence, describing observations of drug paraphernalia in the rental unit. Mr. Scriver testified that after service of the N5 notice, during the remedial period, nothing improved as uninvited late-night visitors continued to show up at the residential complex. The witness did not provide specific dates for any incident post-N5 Notice.

Analysis

9. The onus rests with the Landlord to establish, on a balance of probabilities, that the conduct alleged in the N5 Notice occurred, that such conduct substantially interfered with the reasonable enjoyment or lawful right, privilege, or interest of the Landlord or another tenant, and that the Tenant failed to correct the behaviour within the seven-day remedial period.
10. The Landlord did not call any other tenants from the residential complex to testify, indicating that they were afraid to speak out against the Tenant. I do not find the written complaints from these tenants sufficient to prove the allegations set out in the N5 Notice. Without direct oral evidence from the individuals who allegedly experienced the interference, I am unable to find, on a balance of probabilities, that the Tenant substantially interfered with another tenant's reasonable enjoyment or lawful rights.
11. The only allegation for which the witness had personal knowledge arose from his email to the property manager dated October 19, 2025. However, the evidence is unclear as to when the actual incidents in the email occurred. The witness's email and oral evidence contained no specific dates and is vague in its description of the conduct. This lack of detail undermines the reliability of the allegation.
12. Section 43(2) of the Residential Tenancies Act (the Act) states:

43(2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that,
(a) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in clause (1) (b);
(b) if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant; and
(c) if the landlord applies for an order, the tenant is entitled to dispute the application
13. In *Ball v. Metro Capital Management Inc.*, 2022 OJ No. 5931, the Court held that the reasons contained in a notice of termination must:
(a) allow the tenant to understand the case they must meet before the Board;
(b) allow the tenant to determine whether they wish to dispute the allegations; and, for a voidable notice,
(c) allow the tenant to stop the conduct or correct the omission.

14. I am not satisfied that the October 19, 2025 entry on the N5 Notice is sufficiently particularized to allow the Tenant a meaningful opportunity to void the notice. This conclusion is supported by the witness's vague testimony, which did not establish the dates or times of the Tenant's alleged conduct referenced in the October 19, 2025 email.
15. Overall, I find that the Landlord has not provided sufficient evidence to substantiate the allegations contained in the N5 Notice. As the Landlord has failed to demonstrate that the conduct described in the notice occurred, the application cannot succeed.
16. Even if I had found that the Landlord proved the allegations in the N5 Notice, I am not satisfied that the Landlord established that the behaviour continued during the remedial period.
17. Pursuant to section 64 of the Act, a first N5 is voidable if the tenant corrects the behaviour within seven days. The only evidence presented at the hearing was oral testimony from the witness that individuals continued to come and go during the night. No specific dates or specific incidents were provided. While ultimately moot due to the reasons previously described, I cannot find that the conduct alleged in the N5 Notice continued during the seven-day remedial period.

It is ordered that:

1. The L2 application is dismissed.

March 17, 2026
Date Issued

Brett Lockwood
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.