



Order under Section 69 Residential Tenancies Act, 2006

Citation: McGann v Shatlock, 2026 ONLTB 23813

Date: 2026-03-19

File Number: LTB-L-097627-25

In the matter of: 4, 12356 County Road 18
Williamsburg ON K0C2H0

Between: Greta McGann
Dan McGann

Landlords

and

Heather Shattock

Tenant

Greta McGann and Dan McGann (the 'Landlords') applied for an order to terminate the tenancy and evict Heather Shattock (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 Landlords or another tenant

This application was heard by videoconference on March 9, 2026.

The Landlords' Legal Representative, James Moak, the Landlords, the Tenant's Legal Representative, Amber Miller, and the Tenant attended the hearing. Shawn McGann ('SM') testified on behalf of the Landlords.

Determinations:

1. For the reasons below, I find that the Tenant has substantially interfered with a lawful right, privilege or interest of the Landlords. A conditional order is ordered pursuant to section 83(1)(a) and 204(1) of the *Residential Tenancies Act, 2006* (the "Act").
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlords' application is based on a second, non-voidable N5 Notice alleging the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with another tenant's or the Landlords' reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests.
4. In order to proceed with an application for eviction based on a second, non-voidable N5 Notice served under section 68 of the Act, I must find a valid first voidable N5 Notice had

been served. Additionally, the conduct alleged in the second N5 Notice must take place more than seven days but less than six months after the first N5 Notice was served.

First N5 Notice

5. The Landlords served an N5 Notice on August 29, 2025 on the Tenant with a termination date of September 20, 2025.
6. The Landlords' N5 Notice alleges the Tenant denied the Landlords access to the rental unit on August 26, 2025 and August 29, 2025 after the Landlords provided the Tenant with proper notice of entry. IS, an employee of the Landlords who prepared the N5 Notice, testified and confirmed the incident.
7. SW is the Landlords' son. He testified that when he attempted to gain entry on this date, the Tenant had barricaded the door, so he was unable to enter. He testified that the Tenant was in the hallway at the time and advised him that she was trying to get things from under the door out and she eventually crawled through the window to get into her unit but still did not permit him to enter. SW testified that he attempted to enter again on August 29, 2025 but the Tenant refused entry.
8. The Tenant did not dispute that she denied the Landlords entry on August 26, 2025. She testified that she had climbed through the window because she had forgotten her keys, not because she had barricaded the door.
9. Based on the evidence presented, I am satisfied, on a balance of probabilities, that the Tenant substantially interfered with a lawful right, privilege or interest of the Landlords on August 26, 2025 when she refused entry to the rental unit. While the timing may not have been ideal or convenient for the Tenant, she was given proper notice of entry from the Landlords, and the Landlords had a right to enter the rental unit in accordance with that notice. The Tenant interfered with that right.
10. The Landlords did not attempt to enter the rental unit after the service of the first N5 Notice. As such, I find that the Tenant voided the N5 Notice as there was no incident during the voiding period of August 30, 2025 to September 5, 2025.

Second N5 Notice

11. On November 19, 2025, the Landlords gave the Tenant a second, non-voidable N5 Notice with a termination date of December 3, 2025. This was more than seven days and within six months after the first N5 Notice. The termination date of December 3, 2025 is 14 days after the date of service. The timing of the notice and service requirements contained in section 68 of the Act are satisfied.
12. The second N5 must include conduct that occurred more than 7 days after the first N5 Notice is given and before 6 months after the first N5 Notice is given. The second N5 was given after the 7-day voiding period but most of the allegations in the second N5 are the same allegations alleged in the first N5 Notice, with the exception of an alleged refusal of entry on November 18, 2025, meaning they did not take place more than 7 days after the first N5 Notice was given. Accordingly, the Landlord can only proceed on the allegation of entry refusal on November 18, 2025.

13. SW testified that the Landlords sought to enter the rental unit to treat for cockroaches but when they arrived at the rental unit, the Tenant refused them entry.
14. The Tenant does not deny that she denied the Landlords entry on November 18, 2025. She testified that she had been laying down glue traps and was covered in glue.
15. Based on the evidence before the Board, I find, on a balance of probabilities, that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords by refusing entry to the rental unit on November 18, 2025.

Relief from Eviction

16. The Landlords are seeking termination of the tenancy. The Landlords submit that the Tenant's entry refusals have impacted their ability to treat the cockroach infestation, which affects the other 12 units in the building.
17. While the Tenant does not want to stay in the rental unit, she testified that she does not want her tenancy to terminate as she needs the rental unit. She testified that she has been staying at a campground in the summer and sometimes sleeps at her boyfriend's or a friend's place. She testified that when she finds another place to live, she will move out but, until then, wants to maintain her tenancy.
18. I have considered all of the disclosed circumstances in accordance with section 83(2) of the Act, and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to section 83(1)(a) and 204(1) of the Act.
19. There have been no incidents of entry refusal since service of the second N5 Notice of Termination, and the Landlords have gained access to the rental unit 4 times since the second notice was served. As the Act is a remedial legislation, I find it is reasonable to allow the Tenant the opportunity to preserve the tenancy by requiring the Tenant to comply with a conditional order. The tenancy will continue subject to the conditions below.

It is ordered that:

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall not refuse entry to the rental unit upon receipt of proper notice pursuant to the Act.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlords may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlords \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing on or before March 30, 2026, the Tenant 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

Candace Aboussafy
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.