



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

**File Number:** LTB-L-096989-25

**In the matter of:** Unit A, 21 Elliot ST  
FENELON FALLS ON K0M1N0

**Between:** Lainie Fairweather Landlord

**And**

Shelley Lewis Tenant

Lainie Fairweather (the 'Landlord') applied for an order to terminate the tenancy and evict Shelley Lewis (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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 December 22, 2025.

Only the Landlord and the Landlord's Legal Representative Taff Butters attended the hearing.

As of 1:42 p.m, 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 and the claim for compensation 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.

3. N7 Notice of Termination

On November 12, 2025, the Landlord gave the Tenant an N7 notice of termination, which was deemed served on November 13, 2025.

4. The Landlord testified that a smoke detector had been removed or disabled, items were placed against baseboard heaters, and space heaters were being used in a hazardous manner.
5. She provided direct evidence that she attended the rental unit, personally observed at least one fire alarm disconnected, and replaced or attempted to replace the detectors.
6. I must determine whether the conduct occurred on or about the dates in the N7 and if the evidence presented meets the threshold on a balance of probabilities. Although Ms. Fairweather's concerns seem genuine, the evidence had mixed-up dates, blended different incidents together, and did not clearly show that the behaviour happened on the specific dates in the N7 Notice.
7. I find that the evidence is not sufficiently specific to substantiate the allegations in the N7, this claim is dismissed.
8. Ms. Fairweather presented evidence showing a significant accumulation of waste and debris, the presence of human feces in containers, and a clogged toilet allegedly caused by improper materials.
9. I accept that the Landlord personally recorded at least some of these conditions. However, the Landlord became aware of some issues through third parties, and the timeline was unclear and inconsistent. I am not satisfied that the conditions meet the threshold for eviction.
10. The Landlord alleged that an individual previously removed by Police returned to the rental unit. This allegation was not supported by any corroborating documentation, such as police records, reports, or release conditions. The Landlord did not clearly establish that the Tenant knowingly permitted the individual to return in breach of any legal restriction.
11. As a result, this allegation is not proven on a balance of probabilities.
12. Even in an uncontested hearing, I cannot grant an eviction unless the evidence is clear, reliable, and directly connected to the allegations stated in the N7 Notice.
13. I find that the Landlord has not met the burden of proof required to terminate the tenancy. The Evidence presented was insufficiently reliable and lacked a clear connection to the allegations in the N7 Notice. The Landlord's evidence lacked clarity and consistency, particularly with respects to dates. The allegations were not proven on a balance of probabilities, as, I am unable to conclude that the Tenant's conduct constituted a serious and persistent problem or that it rose to the level necessary to justify termination under the Act.
14. For all the reasons above, the Landlord's application shall be dismissed.

**It is ordered that:**

1. The Landlord's application is dismissed.

**March 20, 2026**

**Date Issued**

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**Anthony Bruno**

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.