



Order under Section 69 Residential Tenancies Act, 2006

Citation: Stamford Kiwanis Non-Profit Homes Inc. c/o Shabri Properties Limited v Farago, 2026
ONLTB 24706

Date: 2026-03-27

File Number: LTB-L-067280-25

In the matter of: 103B, 4901 BUCKLEY AVE
NIAGARA FALLS ON L2E7G8

Between: Stamford Kiwanis Non-Profit Homes Inc. c/o Landlord
Shabri Properties Limited

And

Nicole Farago Tenant

Stamford Kiwanis Non-Profit Homes Inc. c/o Shabri Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Farago (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 December 10, 2025.

Only the Landlord's agent, H. Lindsay, and the Landlord's legal representative, J. Callender, attended the hearing. The Landlord's witness, Kevin Kirk, also attended the hearing.

As of 9:35 a.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. The Landlord's legal representative said that the Tenant had been served with the Landlord's evidence package, as well as the notice of hearing, over a week before the hearing. She said that the Landlord attempted to contact the Tenant by phone on the morning of the hearing, and they also sent the superintendent to the Tenant's door just

prior to the matter being called, to inquire if she was going to attend. She said that no one answered the door.

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On May 30, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. 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 August 5, 2025, the Landlord gave the Tenant a second N5 notice of termination, alleging that the Tenant's guests repeatedly stole the Landlord's toilet paper from a common area toilet. They also alleged that the Tenant continued to have clutter and debris on her patio.
6. The Landlord's agent, H. Lindsay (HL) said that the residential complex consists of 35 units in a 5 storey building. The Tenant has lived in her unit for over five years.
7. HL said that the Tenant voided the first N5 notice of termination by cleaning clutter and debris on her patio.
8. HL said that the main allegation in the second N5 notice of termination was that the Tenant's guest repeatedly took toilet paper from a main area toilet. She said that there is a main floor toilet on the main floor, adjacent to the laundry room for residents to use when they do their laundry. She said that the Landlord has captured the Tenant's guests on multiple occasions on video taking toilet rolls from the common area toilet, on June 10, July 14, July 21, and July 23, 2025. She submitted into evidence a video, dated July 15, 2025, in which a man is seen walking into the main floor toilet. He does not shut the door, he spends less than 30 seconds in the toilet and then emerges with a toilet roll hidden in his trousers.
9. HL testified about the other allegation in the second N5 notice of termination. The Tenant's patio area was observed to be full of debris and clutter in July 2025, a month after she had voided the first N5 notice of termination at the beginning of June 2025, by cleaning the clutter. HL submitted into evidence photos of the Tenant's patio area taken by the Landlord's employees on July 15, 2025. In it, there are boxes, garbage, empty containers, furniture, papers, a tire, and other refuse cluttering the patio area of the Tenant. There is also a large part of an old fence placed against the outside wall of the Tenant's rental unit. In the photo there is a person with a dog right next to the Tenant's patio. HL said that the dog belongs to the Tenant's unit, and it is frequently brought outside, with its feces left, not touched, nor picked up, all over the yard.
10. The Landlord's witness, K. Kirk (KK) is the superintendent of the residential complex. He said that he took photos of the Tenant's patio area. He also said that he lives in the residential complex. KK said that he repeatedly replaced the toilet roll in the first floor guest toilet. He said that it would frequently disappear a few minutes after he replaced it, and he observed a man called Shane, an occupant/guest of the Tenant, taking it. He said that Shane has been living in the Tenant's rental unit for about a year. KK said that he

observed numerous occasions when he had just replaced the toilet roll, then Shane went to the toilet, and the toilet roll disappeared a few minutes later. He said that he himself observed that no one else had entered the toilet in the few minutes before it disappeared. KK cited at least four dates in July 2025 when he observed the toilet roll being taken by Shane.

Reasons and Analysis:

11. Sections 64 and 68 of the *Residential Tenancies Act, 2006* (the 'Act') permit a Landlord to serve a Tenant with a first, voidable notice of termination for substantial interference with the Landlord's or another tenant's reasonable enjoyment of the residential complex, substantial interference with a lawful right, privilege or interest of the Landlord or another tenant, and to serve a subsequent non-voidable notice of termination if more than seven days, but less than six months have passed after serving the first notice.
12. The Landlord's evidence is that the Tenant voided the first N5 notice of termination after May 30, 2025, by cleaning her patio area. However, the Landlord was entitled to serve the second non-voidable N5 notice of termination when the Tenant again substantially interfered with the Landlord's reasonable enjoyment or another right, privilege or interest of the Landlord, when the patio became cluttered again in late June and July 2025.
13. The Landlord's testimonial and photographic evidence proves, on a balance of probabilities that the Tenant's patio area was cluttered with unsightly garbage, debris, and refuse in July 2025. It also proves, on a balance of probabilities, that the Tenant's occupant/guest Shane repeatedly stole the Landlord's toilet rolls from a common area toilet in July 2025.
14. I find, therefore, that the Tenant and her occupant/guest's conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex, as well as substantially interfered with the lawful right, privilege or interest of the Landlord and other tenants.

Section 83 Considerations:

15. KK testified about other, recent, anti-social behaviour of the Tenant and her guests, like smoking in common areas. However, in particular, and related to the allegations in the notice of termination, he said that the Tenant and her guests/occupants have been repeatedly observed fouling the yard and patio with dog feces that they are not picking up. He submitted into evidence a video taken November 27, 2025, of a guest/occupant of the Tenant with a black dog fouling the yard and it is not picked up afterward. He also submitted into evidence a video taken November 28, 2025, in which the Tenant's patio area, and areas adjacent to the patio in common areas, are full of dog feces. KK submitted into evidence a video taken November 27, 2025, in which a guest is seen emerging from the Tenant's unit with a cigarette in his mouth, into the common area hallway.
16. KK said that he has discussed the dog fouling many times with the Tenant, and he has also discussed the state of her patio, however nothing has changed.

17. The Landlord requests an eviction order because the Tenant has substantially interfered with the Landlord's and other residents' reasonable enjoyment of the residential complex, and despite repeated discussions and notices of termination, she has continued the conduct.
18. Based on the monthly rent, the daily compensation is \$31.27. This amount is calculated as follows: \$951.00 x 12, divided by 365 days.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act for the reasons that follow. The conduct of the Tenant and her guests/occupants have led to the Landlord's service of two valid notices of termination. She repeated the behaviour that led to the first, voidable notice of termination, and then she continued the behaviour, and the behaviour even escalated in recent weeks prior to the hearing. This is creating significant prejudice to the Landlord. Consequently, I find that a conditional order is not likely to correct this behaviour, and the Tenant's continued tenancy is creating a prejudice for the Landlord. The Tenant did not attend the hearing, although she received the notice of hearing, and she was therefore unable to provide any reasons to deny or delay eviction.

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 7, 2026.
2. If the unit is not vacated on or before April 7, 2026, then starting April 8, 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 8, 2026.
4. If the Tenant does not vacate the rental unit on or after April 8, 2026, the Tenant shall pay the Landlord compensation of \$31.27 per day for the use of the unit starting April 9, 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Nancy Morris
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 8, 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.