



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092372-25

In the matter of: 812, 720 BRUCE AVE
SUDBURY ON P3C5C4

Between: Greater Sudbury Housing Corporation Landlord

And

Destiny Anwhatin-Ladouceur Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Destiny Anwhatin-Ladouceur (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 9, 2026.

The Landlord's Agent, Melissa Chicoine, and the Tenant's Support Person, Melissa Anwhatin, attended the hearing. The Tenant did not provide any written consent for their support person to represent them at the hearing.

As of 11:08 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On June 23, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served on June 23, 2005, with allegations that, during the period June 13-16, 2025, the Tenant and/or her guests were yelling and screaming in the residential complex, as well as fighting and causing damage to the residential complex with axes and knives. 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).
4. On October 22, 2025, the Landlord gave the Tenant a second N5 notice of termination, deemed served that same day. The notice of termination contains the following allegations:
 - a) That, on September 2, 2025, the Tenant stole a package belonging to another tenant;
 - b) That, on October 1, 2025, the Tenant was smoking a pipe in the stairwell of the residential complex; and
 - c) That, on October 13 and 15, 2025, the Tenant allowed formally trespassed individuals access to the residential complex.

Landlord's Evidence and Submissions

5. The Landlord provided time and date-stamped video and photographic evidence supporting the allegations on both the 1st and 2nd N5 notices. The Landlord and the Tenant's Support Person confirmed the identity of the Tenant in these photographs and videos.
6. The evidence clearly showed the Tenant's and/or the Tenant's guest's participation in altercations in the residential complex during the period of June 13-16, 2025. The evidence also clearly showed the Tenant committing theft on September 2, 2025 and smoking in the stairwell on October 1, 2025.
7. The Landlord's Agent submitted that they have not been able to speak with the Tenant but have had communications with both her support person (her mother) and the Tenant's PGT worker.
8. The Landlord's Agent submitted that the residential complex is not set up as a formal supportive housing facility and that the Tenant is creating significant issues for other tenants in the building through her activities.

Applicable Law

9. The first N5 notice was served under section 64 of the Act which states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

10. The second N5 notice was served under section 68 of the Act which states:

68 (1) A landlord may give a tenant notice of termination of the tenancy if,

(a) a notice of termination was given to the tenant under section 62, 64 or 67; and

(b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61 (2) (a).

Analysis

11. I am satisfied that, based on the Landlord's uncontested evidence, on a balance of probabilities, that the Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another tenant by causing disturbances (noise and confrontations), as well as stealing packages and smoking in the residential complex.

12. The evidence provided was clear and the Tenant was readily identifiable in the various videos and photographs. The activities complained of are not consistent with the usual activities of daily living and I conclude that other tenants have lost reasonable enjoyment of the residential complex as a result of the Tenant's actions.

Compensation

13. The Tenant was required to pay the Landlord \$406.73 in daily compensation for use and occupation of the rental unit for the period from November 13, 2025 to February 9, 2026.

14. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

16. There is no last month's rent deposit.

Relief from eviction

17. 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.

18. As noted above, the Tenant did not attend the hearing. The Tenant's Support Person (her mother) indicated that the Tenant suffers from significant mental health issues and can barely function. She indicated that she is working with the Tenant's support team to find her better-suited accommodation in a supportive housing complex and requested a postponement of the eviction until at least March 31, 2026.

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 10, 2026.
2. If the unit is not vacated on or before April 10, 2026, then starting April 11, 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 11, 2026.
4. The Tenant shall pay to the Landlord \$406.73, which represents compensation for the use of the unit from November 13, 2025 to February 9, 2026. Any payments made by the Tenant to the Landlord since November 13, 2025 must be applied to this amount.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting February 10, 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 total amount the Tenant must pay the Landlord is \$592.73.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026
Date Issued

Curtis Smith
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 11, 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.