



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

File Number: LTB-L-105088-25

In the matter of: 41 VALLEY VIEW LANE
HASTINGS ON K0L1Y0

Between: AMIT KUMAR NAYAK Landlord
MANOJ RANJAN NAYAK

And

GARY ELDRIDGE Tenant

AMIT KUMAR NAYAK and MANOJ RANJAN NAYAK (the 'Landlord') applied for an order to terminate the tenancy and evict GARY ELDRIDGE (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 17, 2026 at 09:00 am.

The Landlord Representative Adambarage Bhagya De Alwis, the Landlord Amit Kumar Nayak and the Tenant attended the hearing.

Preliminary issues:

1. At the outset of the hearing the Tenant requested the application be dismissed claiming the N5 Notice of termination was invalid.
2. Having reviewed the file prior to the hearing, I noted that the second N5 Notice was indeed valid as it repeated the exact same allegations as that of the first N5 Notice. That said, I direct I was satisfied that the first N5 Notice was valid and denied the request, directing the matter could proceed on the first N5 Notice served.

Determinations:

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, pursuant to the reasons and conditions below, the tenancy shall continue.

4. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

5. On June 25, 2025, the Landlord gave the Tenant a N5 notice of termination (N5 Notice) deemed served on the same date. The N5 Notice contained the following allegations.
 - a. Between March 30, 2025 and May 20, 2025 extensive flooding occurred within the rental unit resulting in an agreement between the Landlord and Tenant to facilitate the conduct of repairs. However, the Tenant rescinded their consent and despite notices being served, has prevented the Landlord from conducting the repairs.
6. The N5 Notice also gave a termination date of July 21, 2025 which could be voided if the Tenant facilitated the repairs within 7 days of receipt of the notice.
7. It was uncontested by the parties that the flood occurred, that consent was initially given and rescinded, and that the repairs are required.
8. It was the Tenant's testimony that they rescinded their consent and refused a subsequent request by email as this issue occurred before, the Landlord's efforts, in their opinion, were substandard and the Landlord failed to detail the work to be completed. They denied being in receipt of any other notices of entry (NOE).
9. In response the Landlord testified to having served other NOE, however had failed to provide them in their disclosure.

Analysis

10. Based on the above testimony and submissions I am satisfied that the Tenant's conduct has substantially interfered with the lawful right, privilege or interest of the Landlord. However, to be clear, I base this assessment on the fact that it is uncontested by the parties that there is a maintenance issue within the rental unit which due to the Tenant, is ongoing.

Relief from eviction

11. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
12. Specifically, as this is the Landlord's application the onus to provide NOE were properly served lies with them. In the matter before me the Tenant denies that this occurred beyond an initial agreement, and an email, which in their submission, lacked sufficient detail. Accordingly, in absence of the email being provided, I cannot determine the Tenants refusal was unreasonable or that the email contained the details required pursuant to subsection 27(3) of the *Residential Tenancies Act, 2006* (the "Act"). Accordingly for this reason I am satisfied the following conditional order is warranted.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Commencing March 18, 2026 and for a period of 12 months, the Tenant shall upon receipt of a Notice of Entry served pursuant to subsection 27 of the Act:
 - a. Facilitate the Landlord, their agents, or contractors' entry for the conduct of inspections, maintenance and repairs.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord 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.

March 26, 2026
Date Issued

Kelly Delaney
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.