



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104366-25

In the matter of: 214, 720 BRUCE AVE
SUDBURY ON P3C5C4

Between: Greater Sudbury Housing Corporation Landlord

And

Denis Legault Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Denis Legault (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. (altogether, the L2 application)

This L2 application was heard by videoconference on March 4, 2026.

Only the Landlord's Agent, Suzette Pellerin ('LLA'), attended the hearing.

As of 11:19 am, 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. LLA submitted that on February 25, 2026, the Tenant was handed a copy of the notice-of-hearing for this hearing along with the disclosure package which was also filed in the Tribunals Ontario Portal (TOP). 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 and the claim for compensation in the L2 application. However, based on the Landlord's request, the tenancy will not be terminated but will subject to a conditional order, as given below.
2. The Tenant was in possession of the rental unit on the date the L2 application was filed and the tenancy is still active. LLA confirmed monthly rent is \$139.00. LLA confirmed there is no last month's rent deposit being held by the Landlord.
3. N5 Notice of Termination:- On November 28, 2025, the Landlord served the Tenant an N5 notice of termination with an attached Appendix A. The notice of termination's appendix contains the following allegations: with dates being identified between February 27, 2025 to November 25, 2025, the N5 notice claims that the Tenant and Tenant's guest, a Jennifer Reid had conducted unlawful activities in the residential building complex by stealing other

residents' things such as packages. Further, the Tenant's guest, Jennifer Reid, had been served by the Landlord with a Notice of Trespass and was not permitted to enter the residential building complex. The N5 sets out dates and times when the Tenant's guest, Jennifer Reid, was seen entering the Tenant's rental unit. Finally, the N5 sets out that there were undue noise complaints about the rental unit, particularly on November 25, 2025.

4. LLA is a full-time employee of the Landlord and acts at this time as the property manager for the rental unit building while a permanent property manager is still being sought to replace the previous manager.
5. LLA testified that as far as the unlawful activity of stealing other residents' packages is concerned, it is believed that since the N5 notice was served, there have been no further instances of said stealing. However, LLA did add that the Tenant's guest, Jennifer Reid, has continued to frequent the building and has been allowed into the rental unit by the Tenant. LLA stated that Jennifer Reid is known to "consume" narcotics, and usually does so in the stairwells when she is given access there.
6. LLA led certain generated reports into evidence to support this testimony (exhibit LL#1), which is a copy of building shift reports between January 23, 2026 and February 1, 2026. The reports summarize the common area security cameras' surveillance of the interior of the building and report specific dates and times when Jennifer Reid entered the Tenant's rental unit. LLA also identified a February 1, 2026 photograph (exhibit LL#2), taken by a security camera in the 16th west stairwell, showing Jennifer Reid, slumped over/sleeping there. Finally, LLA submitted a recently emailed complaint by another resident of the building on January 19, 2026 (exhibit LL#3). LLA said the complaint was about undue noise (yelling, arguing, banging, slamming of doors) coming from the rental unit after 11:00pm on January 18, 2026 to the early morning hours.
7. LLA submitted that the N5 notice was only partially addressed or resolved in that there have been no further thefts reported or seen on camera after the N5 was served. However, the issues of Jennifer Reid trespassing as a Tenant's guest and the undue noise claim remain outstanding and not resolved.
8. Based on the LLA's uncontested testimony and evidence, I find that the Tenant did not stop the conduct or activity raised in the N5 within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (Act).
9. I also find that the Tenant has not complied with the Landlord's N5 request to stop giving Jennifer Reid access to the rental unit building and to the Tenant's rental unit. The Tenant has also not stopped making undue noise which has disturbed other residents late at night.
10. On behalf of the Landlord, LLA asked that the tenancy not be terminated but instead, she asked for a conditional order to give the Tenant one more chance to maintain his tenancy. She stated her belief that the Tenant really needs to keep this tenancy intact and wants to give the Tenant that opportunity. In effect, LLA said the Tenant's circumstances are such that she believes the Tenant is capable of refusing Jennifer Reid to enter into the building and into the rental unit, and he is capable of modifying his behaviour so that undue noise is no longer a cause for concern or complaint or interference of another resident's tenancy.

11. I have considered all of the disclosed circumstances in accordance with subsection 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 subsection 83(1)(a) and 204(1) of the Act.
12. The Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs -- reference LTB's Interpretation Guideline no. 3. LLA requested payment of the filing fee within 30 days of the issuance date of the order.

It is ordered that:

1. The Landlord's L2 application to terminate the tenancy is denied if the Tenant complies with the following conditions.
2. For the duration of the tenancy, the Tenant himself shall altogether stop admitting, and the Tenant will also not help someone else to admit, Jennifer Reid into the building complex and/or into the Tenant's rental unit, at any time.
3. For the duration of the tenancy, the Tenant shall ensure that no undue noise is created or generated in his rental unit or in the building itself in the time period of 11:00 pm to 7:00 am daily, unless the Tenant has been given written permission by the Landlord for occasions when the Tenant may have need, for example, to celebrate something in the 11:00 pm to 7:00 am timeframe.
4. If the Tenant fails to comply with any of the conditions set out in paragraphs 2 or 3 of this order, the Landlord may apply under section 78 of 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 type of application is made to the LTB without notice to the Tenant and the order that issues from such an application is usually made without a hearing.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the L2 application.
6. If the Tenant does not pay the Landlord the \$186.00 amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026

Date Issued

Alex Brkic

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.