



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082417-25

In the matter of: 03, 348 ZEPHYR AVE
OTTAWA ON K2B6A1

Between: Interrent Holdings Manager LP Landlord

And

David Pakeman Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict David Pakeman (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 January 15, 2026.

Only the Landlord's Representative, Daniel Abraham and the Landlord's Agent, Luca Rakic attended the hearing. The Landlord's witness, Alexandria Bone, also attended the hearing to provide testimony.

As of 11:13 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. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. For the reasons below, I find that the Tenant has substantially interfered with a lawful right, privilege or interest of the Landlord. Therefore, the Tenant must vacate the rental unit on or before April 10, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Landlord's application is based on a second, non-voidable N5 Notice of Termination ('N5 Notice') alleging the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests.
4. In order to proceed with an application for eviction based on a second, non-voidable N5 Notice served under section 68 of the *Residential Tenancies Act*, 2006 (the 'Act'). I must find a valid first voidable N5 Notice had been served. Additionally, the conduct alleged in the second N5 Notice must take place more than seven days but less than six months after the first N5 Notice was served.

First N5 Notice

5. The Landlord served an N5 Notice on May 22, 2025 on the Tenant by placing it under the door, with a termination date of June 11, 2025. The N5 Notice alleges that the Tenant failed to properly control their dog, including permitting the dog to be off-leash within the residential complex, barking loudly, scratching the neighbours door and defecating without proper disposal.
6. On review of the N5 Notice, I find that it provides sufficient detail such that a reasonable tenant would understand the conduct at issue and be able to respond to the allegations. Accordingly, I find the first N5 Notice valid.
7. The Landlord's Agent stated that there were no occurrences of the same conduct within the first N5 Notice voiding period of seven days. As such, I find that the Tenant voided the first N5 Notice as there was no incident during the voiding period of May 23, 2025, to May 29, 2025.

Second N5 Notice

8. On September 30, 2025, the Landlord served the Tenant with a second, non-voidable N5 Notice by placing it under the door, with a termination date of October 14, 2025. This was more than seven days and within six months after the first N5 Notice. The termination date is at least 14 days after service. I am satisfied that the timing and service requirements under section 68 of the Act have been met.
9. The Landlord Agent testified that there are ongoing issues with smoking originating from the Tenant's rental unit. On July 24, 2025, a complaint was received regarding strong odours of smoke entering the management office, and a written warning was issued to the Tenant on July 31, 2025. On August 6, 2025, a further complaint was received from a neighbouring tenant that smoke from the Tenant's unit was permeating into the hallway. On September 17, 2025, an additional complaint was received that the Tenant's smoking was affecting other residents within the residential complex. The Landlord provided the documented complaints to the Board.
10. The Landlord Agent further testified of concerns regarding the care and control of the Tenant's dog. On June 19, 2025, a complaint was received that the Tenant's dog was off leash within the residential complex despite a prior N5 Notice. On September 5, 2025, the Tenant's dog was observed on a neighbouring tenant's patio where it defecated, and the

Tenant was not present to supervise or clean up after the dog. On September 8, 2025, the Landlord issued notice reminding the Tenant that the dog must remain on a leash and under supervision. The Landlord provided video evidence showing the dog defecating on areas of other residents' property.

11. The Landlord Agent, further testified of ongoing issues with noise and disruptive behaviour. On August 11, 2025, a resident reported repeated late-night disturbances, including honking, yelling, and loud activity. On September 24, 2025, a complaint was received that the Tenant was honking their vehicle horn until approximately 4:30 a.m. The evidence before me supports that these disturbances occurred late at night and into the early morning hours and interfered with other tenants' ability to sleep. The Tenant's witness, Alexandria Bone, also testified to ongoing noise issues and confirmed that the disturbances have persisted beyond the last reported incident.
12. The Landlord's Agent further testified and provided photographic evidence of improper use of the residential complex, including parking and storage issues. On August 11, 2025, photographs show the Tenant parking in unassigned spaces and storing personal belongings, garbage, and large items outside the rental unit. The evidence further establishes that the Tenant parked across multiple parking spaces and continued to store items in common areas, resulting in unsightly and obstructive conditions within the residential complex.
13. The Landlord's Agent testified that on September 23, 2025, staff attended the Tenant's unit in response to an emergency and discovered that a kitchen sink had been left running, causing water to overflow into the unit and into the hallway, impacting neighbouring areas of the residential complex. The Landlord's Agent further testified that no similar incidents have occurred since September 23, 2025.
14. Based on the uncontested evidence before the Board, I find that the Tenant has engaged in ongoing conduct, including excessive noise at unreasonable hours of the night, failure to properly control their dog, smoking that has impacted other units, and improper use of common areas, which has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of other tenants in the residential complex.

Relief from eviction

15. 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.
16. The Landlord's Agent and witness testified that the issues, including noise disturbances, failure to properly clean up after the Tenant's dog, improper storage of items, and smoking, have continued on an ongoing basis despite multiple notices and warning letters provided to the Tenant. Based on this evidence, I am satisfied that the conduct has persisted and has not been remedied. In the circumstances, I find that it would not be appropriate to grant relief from eviction.

Daily compensation, NSF charges, rent deposit

17. The Tenant was required to pay the Landlord \$6,003.15 in daily compensation for use and occupation of the rental unit for the period from October 15, 2025, to January 15, 2026.
18. Based on the monthly rent, the daily compensation is \$64.55. This amount is calculated as follows: $\$1,963.40 \times 12$, 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. The Landlord collected a rent deposit of \$1,808.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$109.44 is owing to the Tenant for the period from July 17, 2023, to January 15, 2026.
21. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 \$6,003.15, which represents compensation for the use of the unit from October 15, 2025, to January 15, 2026.
5. The Tenant shall also pay the Landlord compensation of \$64.55 per day for the use of the unit starting January 16, 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 Landlord owes \$1,917.44 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$4,271.71.
9. 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

Joshua Labbe
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.