



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2663265 Ontario Inc. v Ifill, 2026 ONLTB 26962

Date: 2026-04-02

File Number: LTB-L-102898-25

In the matter of: 100, 325B LESTER ST, Room 2
WATERLOO ON N2L3W6

Between: 2663265 Ontario Inc. Landlord

And

Erin Ifill Tenant

2663265 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Erin Ifill (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes;
- 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 number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards.

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 March 26, 2026.

Only the Landlord, owner Fan Shen, attended the hearing.

As of 10:09, 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:

L1 application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$609.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$20.02. This amount is calculated as follows: \$609.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$3,754.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$559.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$6.59 is owing to the Tenant for the period from September 3, 2025 to March 26, 2026.
10. I have considered all 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. The Landlord was not aware of any s.83 considerations and Tenant was did not attend to present any other considerations.

L2 application

11. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
12. The Tenant was in possession of the rental unit on the date the application was filed.
13. On September 24, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of October 15, 2025. The notice was based on substantial interference and too many people in the unit. 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).
14. The allegations in the 1st N5 notice are:
 - September 6, 2025: The Landlord received a report from the tenant in Room 4 that there were 5 cats in the Tenant's room, causing them allergic reactions. The tenant in Room 4 ended up being relocated.
 - September 18, 2025: The Landlord received a report from the tenant in Room 3 that the Tenant had cats in his room causing them to have severe allergic reactions.

- September 19, 2025: During an inspection the Landlord saw multiple cats in the unit along with another female individual. The individual claimed to be the Tenant's guest, but other tenants confirmed she had been occupying the unit with the Tenant since the tenancy began.
15. The Landlord testified to the details in the N5, referring to the document brief served to the Tenant via email March 18, 2026; the email did not bounce back.
 16. The Landlord's testimony and the N5 notice reference a complaint received from the tenant in Room 4 on September 6, 2025, and from the tenant in Room 3 on September 18, 2025. The 8 emails in the Landlord's evidence package span from September 25, 2025 to November 25, 2025, therefore there was no documentary evidence related to either the September 6th or the September 18th complaint and neither tenant were present to testify about the number of cats and the odour causing allergic reactions. Further, the Landlord testified to not having direct knowledge, as the complaints were sent to the Landlord's Agent and investigated by the Agent.
 17. Although administrative law allows hearsay evidence, this does not absolve the applicant of having to sufficiently prove their case by meeting. Here, the Landlord did not present any evidence, hearsay or other, with respect to the complaints made on September 6, 2025 or September 18, 2025. As such, I find the Landlord had insufficient evidence to establish the September 6th or 18th complaints; accordingly, these two complaints are dismissed.
 18. In respect of the complaint of too many persons living in the rental unit, the Landlord testified that the Tenant refused to let the Landlord's Agent enter his room, but the Agent could see through the open door that the female individual was present as well as 2 other individuals. The Landlord's Agent was not present to testify to their observations or how seeing others in the unit amounted to being contrary to what 'is permitted by health, safety or housing standards'. Further, although the Landlord testified that per bylaw, the rules are 75 square feet per person for occupancy and the Tenant's room is only about 90 square feet, this is insufficient; the bylaw was not in evidence and the Landlord's hearsay testimony did not establish the number of occupants in the unit. Accordingly, this incident is dismissed; the Landlord has not proven that the number of persons occupying the rental unit on a continuing basis contravenes the health or safety or housing standards.
 19. Therefore, as all incidents in the 1st N5 are dismissed, the entire notice is dismissed; consequently, as there is not a valid 1st N5 notice, there is no basis on which to serve the secondary N5; a 2nd N5 is served after the first N5 has been voided within the 7-day voiding period and then reoccurs within 6 months. As the 1st N5 was not voided, it was dismissed, the 2nd N5 is not valid and must also be dismissed.
 20. For all these reasons, the L2 application must be dismissed.

It is ordered that:

L1 application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$4,549.00 if the payment is made on or before April 13, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 13, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,274.31. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$20.02 per day for the use of the unit starting March 27, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 13, 2026, then starting April 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 14, 2026.

L2 application

10. The L2 application is dismissed.

April 2, 2026
Date Issued

Diane Wade
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 expires on October 14, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 13, 2026

Rent Owing To April 30, 2026	\$3,940.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$4,549.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$3,653.90
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$559.00
Less the amount of the interest on the last month's rent deposit	- \$6.59
Total amount owing to the Landlord	\$3,274.31
Plus daily compensation owing for each day of occupation starting March 27, 2026	\$20.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	