



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-075133-25

In the matter of: 312, 117 Mont Adam St.
Sudbury ON P3B0E1

Between: Raiffeisen Phase 2 Non Profit Landlord

And

Melissa Hopkin Tenant

Raiffeisen Phase 2 Non Profit (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Hopkin (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 21, 2026.

The Landlord's Agent, Sheri A. Whitsitt; the Landlord's Witnesses, Renee Desorneaux, Donna Nilson and Chris Johnson; and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Request for Adjournment

1. At the hearing, the Tenant requested an adjournment as she submits she has not had adequate time to retain a representative and to prepare for the hearing. The Tenant testified that she received the notice of hearing in December 2025 and received the Landlord's evidence on January 12, 2026.
2. The Landlord contested the adjournment. The Landlord submits that an adjournment would be prejudicial to the Landlord who has brought three witnesses to the hearing.
3. Section 183 of the Act requires the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on

the matter. Based on the submissions before me, I denied the adjournment request. The Tenant had ample time to seek legal advice and to prepare for the application and I find that an adjournment would be unfairly prejudicial to the Landlord.

L2 Application – Substantial Interference

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I find that it would not be unfair to grant relief from eviction subject to the conditions set out below.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On April 15, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served on April 15, 2025. The first N5 notice alleges that the Landlord has received complaints that on April 11, 2025, the Landlord received a complaint that the Tenant was yelling loudly at another resident's daughter, who is a minor. The first N5 notice also alleges that on April 14, 2025, the Landlord received a complaint about a foul odour emanating from the Tenant's rental unit as a result of the litter boxes in the rental unit. By-law officers were called and determined that the odour was coming from the Tenant's rental 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).
7. On September 4, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on September 4, 2025. The notice of termination contains the following allegations:
 1. On June 24, 2025 at 8:06 p.m., and again on August 20, 2025, at approximately 8:00 p.m., the Tenant was yelling and screaming in the common hallway of the residential complex, disturbing other residents.
 2. On June 21, 2025, July 5, 2025, August 10, 2025 and September 3, 2025, the Landlord determined that a foul odour was emanating from the litter boxes in the Tenant's rental unit.

Noise Disturbances

8. The Landlord's Witness, Donna Nilson ('DN') is a tenant. She testified that on June 24, 2025, at approximately 8:06 p.m., she heard the Tenant yelling loudly at her occupant or guest in the hallway of the residential complex for approximately 30 minutes.
9. The Landlord's Witness, Renee Desomeaux ('RD') is a tenant. She testified that on August 20, 2025, she was on fire watch at the rental unit and observed the Tenant yelling and swearing aggressively at police officers who were attending the Tenant's rental unit. RD testified that she is fearful of the Tenant due to her aggressive behaviour.
10. The Tenant did not dispute having loud arguments with her occupant, who is her brother-in-law, but testified that she had gotten into an argument with her occupant due to a dispute regarding the occupant using drugs in the unit, and as a result she has not allowed him to return to the rental unit.

11. Based on the evidence before me, I am satisfied that the Landlord has proven on a balance of probabilities that before me that on June 24, 2025 and August 20, 2025, the Tenant was involved in a loud dispute with her occupant, during which she was yelling loudly at her occupant in the common hallways of the residential complex. I am satisfied that the yelling, which lasted for approximately 30 minutes, substantially interfered with the reasonable enjoyment of other tenants in the residential complex.

Foul Odours

12. DN also testified that on June 21, 2025, July 5, 2025, September 2, 2025, and September 3, 2025, she smelled a foul odour emanating into the common hallway of the residential complex from the litter box in the Tenant's rental unit and made complaints to the Landlord. DN testified that the litterbox odour is persistent and interferes with her reasonable enjoyment.
13. The Landlord's Witness, Chris Johnson ('CJ'), who is a tenant at the residential complex, testified that he has smelled foul odours emanating from the Tenant's rental unit and made a complaint on August 11, 2025 regarding the smell emanating from the Tenant's rental unit on August 10, 2025. CJ testified that while he has had other concerns about the Tenant's behaviour and odour, he has not filed any further complaints as he is fearful of the Tenant based on the Tenant's aggressive behaviour.
14. The Tenant denies any odour emanating from the litter boxes in her rental unit. She testified that she has had by-law officers attend her unit on multiple occasions but that no issues were identified by by-law officers. The Tenant also testified that she had 11 cats in her rental unit as of the date of the hearing. The Tenant testified that she fosters cats from a local pet rescue agency, Nickel City Cats, and that she would not be able to foster the animals if there were issues with their care. The Tenant testified that the only odour that would emanate from the Tenant's litter boxes would be a result of the Tenant emptying her litter boxes and taking the litter to the garbage disposal bin. The Tenant also testified that she has moved her litter boxes away from the entrance to her rental unit.
15. Based on the evidence before me, I am satisfied that the Landlord has proven, on a balance of probabilities, that there is a foul odour emanating from the Tenant's rental unit as a result of the Tenant's litter boxes. The Tenant testified that she has eleven cats in her rental unit and the Landlord's three witnesses provided consistent evidence about the odour emanating from the Tenant's rental unit and the impact on them. Further, I find that the Tenant would not have taken steps like moving her litter box to another part of the rental unit if there were no issues of smells emanating from the litter box to the common areas of the residential complex. As a result, I am satisfied that the smell from the Tenant's rental unit has substantially interfered with other tenants' reasonable enjoyment of the residential complex.

Relief from Eviction

16. 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.

17. The Tenant testified that six of the eleven cats were hers and that the number of cats would be reduced once the five fostered cats were adopted. The Tenant testified that she has moved her litter boxes away from the door to her rental unit to minimize odour in the common areas and that she would be willing to triple bag her litter when transferring it to the garbage disposal area. The Tenant testified that she does not intend to foster any more cats once the five foster cats in her care are adopted.
18. The Tenant also testified that she lives in the rental unit with her daughter and will be unable to find a similar rental unit at the price she is currently paying if she is evicted.
19. The Landlord sought termination of the tenancy as the Tenant has previously promised to reduce the number of cats in her unit but has not done so as of the date of the hearing. The Landlord submits that there has been an ongoing foul odour emanating from the Tenant's rental unit and that on September 3, 2025, there was another incident of aggressive behaviour from the Tenant when the Tenant attended the office for the residential complex and began yelling at the Landlord's staff while requesting documents from the Landlord.
20. I find that it would not be unfair in the circumstances to grant the Tenant an opportunity to correct the behaviour indicated in the N5 notices by eliminating the strong odor that is emanating from her unit and ensuring that the foul odours emanating from the litter box in the Tenant's rental unit are cleaned regularly to prevent the odours of pet urine or feces from leaving their rental unit, and by refraining from engaging in loud, aggressive yelling in the residential complex.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before April 30, 2026, the Tenant shall ensure that any litter boxes in her rental unit are cleaned and that no foul odours are emanating from her rental unit.
3. The Tenant shall thereafter ensure that the pet litter boxes inside of her rental unit are maintained in order to ensure that the odour of pet urine and pet feces does not emanate from her rental unit.
4. The Tenant shall not yell aggressively other residents of the residential complex.
5. If the Tenant fails to comply with the conditions set out in paragraphs 2-4 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.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
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.

April 2, 2026
Date Issued

Christopher Lin
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.