



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

File Number: LTB-L-097872-25

In the matter of: D, 38 STAFFORD ST
WOODSTOCK ON N4S3Z6

Between: Oxford County Housing Landlord

And

Leah Crites Tenant

Oxford County Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Leah Crites (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 February 24, 2026.

Only the Landlord's agent, Kieran Daley, attended the hearing.

As of 9:40 a.m., 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. 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 application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On November 3, 2025, the Landlord gave the Tenant an N5 notice of termination, with the termination date of November 24, 2025. The notice of termination contains the following allegations: from May 6, 2025 to October 30, 2025, the Tenant has substantially interfered

with the Landlord's reasonable enjoyment of the rental unit by failing to comply with a fire department inspection order.

4. The Landlord testified that on May 6, 2025, the Woodstock fire department attended the rental unit and issued an inspection order. The inspection order stated the Tenant must: remove excessive combustible materials, remove materials blocking the hallways outside of bedrooms, and remove combustible materials blocking the stairways, by June 30, 2025. A copy of the fire department's order was submitted into evidence by the Landlord.
5. The Landlord testified that they inspected the rental unit on October 9, 2025, October 16, 2025, and October 30, 2025, and the rental unit was still in non-compliance of the fire department's order. The Landlord submitted into evidence images of the rental unit from October 9, 2025, and the photographs support that the rental unit was in non-compliance of the fire department's order. There was still excessive combustible items observed scattered throughout the rental unit, blocking the hallways in the rental unit.
6. On November 13, 2025, the Landlord testified the rental unit was inspected again and the rental unit was still not in compliance with the fire department's inspection order. The Landlord submitted into evidence photographs of the rental unit on November 13, 2025 and the evidence supports their position that the Tenant failed to comply with the fire department's order. I find that the Tenant did not stop the conduct or activity, nor did they correct the omission within seven days after receiving the N5 notice of termination.
7. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). The condition of the rental unit from May 6, 2025 through to November 13, 2025 remained unchanged. The Tenant failed to comply with the N5 notice of termination and also the fire department's inspection order. On December 28, 2025, there was a fire in the rental unit and as a result, the rental unit is to be completely renovated. Also, as a result of the fire in the rental unit, the neighbouring rental unit is to be left vacant until the fire damage is repaired.
8. Based on the uncontested evidence on the Landlord, I find that the Tenant has substantially interfered with the reasonable enjoyment of the rental unit by failing to comply with the fire department's order to remove excessive combustible items from the rental unit, clear the hallways of combustible materials. As a result of the Tenant's failure to adhere to the N5 notice, there was a fire in the rental unit, interfering with the Landlord's reasonable enjoyment of said unit.

Daily compensation, NSF charges, rent deposit

9. Based on the monthly rent, the daily compensation is \$5.19. This amount is calculated as follows: \$158.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from eviction

12. 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.

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 19, 2026.
2. If the unit is not vacated on or before April 19, 2026, then starting April 20, 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 20, 2026.
4. The Tenant shall also pay the Landlord compensation of \$5.19 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Vishal Nanda
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 20, 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.