



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

File Number: LTB-L-098047-25

In the matter of: 506, 24 UNION ST E
WATERLOO ON N2J1B7

Between: UNION ST LP Landlord

And

TRISTAN COBOURNE Tenant

UNION ST LP (the 'Landlord') applied for an order to terminate the tenancy and evict TRISTAN COBOURNE (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.

The Landlord's agent, Brittany Toth, the Landlord's representative, James Romeo Roussy, the Tenant's representative, Steven Jackson, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the application. Therefore, the application is dismissed.
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 July 15, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination ("first N5 notice"), with the termination date of August 05, 2025. The first N5 states that the Tenant had substantially interfered with the Landlord and or other tenants reasonable enjoyment of the rental unit or residential complex from June 7, 2024 to July 14, 2025 by creating excessive noise, smoking marijuana in the rental unit and consuming alcohol in the communal BBQ area. 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).

4. On October 7, 2025, the Landlord gave the Tenant a second N5 notice of termination ("second N5 notice"), with the termination date of October 24, 2025. The notice of termination contains the following allegations: September 11, 2025 to September 12, 2025, the Tenant's neighbour reported hearing yelling from the Tenant's rental unit. On September 19, 2025, another tenant in the residential complex heard the Tenant kicking other apartment doors and shouting loudly with his friends. From June 3, 2025 to September 16, 2025, the Tenant was using parking spots not assigned to him.
5. The Landlord did not prove that the Tenant or an occupant of the Tenant's rental unit or a person permitted in the residential complex by the Tenant has substantially interfered with the reasonable enjoyment of other tenants in the rental unit. I make this finding for the following reasons.

Excessive Noise Complaint

6. The Landlord called Marion Bennett ("M.B.") as a witness. M.B. testified that he had received complaints from other tenants in the residential complex regarding the Tenant causing excessive noise and kicking other rental unit doors on September 12, 2025. The Tenant challenged the Landlord's evidence and asked how the M.B. was certain that it was in fact the Tenant causing this excessive noise on this date. M.B. agreed that he was not personally present on September 12, 2025 to witness the Tenant or their occupant creating excessive noise or kicking the other rental unit doors. On a balance of probabilities, I am not satisfied that it was in fact the Tenant or their occupants/ guests that were kicking other tenants rental unit doors and creating excessive noise. I would have reasonably expected the Landlord to summon the tenants that raised the noise complaint with the Landlord to testify at the hearing, which would also have given the Tenant the opportunity to cross examine them.

Parking Issue

7. The Tenant testified that he does not own a vehicle but instead rents one when necessary. The parties agreed that the Tenant requested a parking space from the Landlord, but none were available. As a result, when the Tenant rented a vehicle, he was required to park in an unauthorized parking space. The Tenant's representative submitted that the Tenant was ticketed and fined by the City each time he parked in an unauthorized space, and argued that these penalties were sufficient consequences for the Tenant's actions.
8. I find that parking in an unauthorized space on a limited number of occasions does not amount to substantial interference. While the Tenant acknowledged that he parked in unauthorized spaces, received parking tickets, and paid those fines, there was insufficient evidence to establish that his conduct substantially interfered with other tenants. Had the Tenant's parking conduct caused substantial interference within the residential complex, the Landlord ought to have called other tenants to testify regarding the impact. The Landlord failed to do so and was therefore unable to establish that the Tenant's conduct rose to the level of substantial interference. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 2, 2026

Date Issued

Vishal Nanda

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.