



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pigadas v johnson, 2026 ONLTB 29286

Date: 2026-04-10

File Number: LTB-L-022029-26

In the matter of: 40 Larchmere Ave
North York ON M9L2N3

Between: Yannis Pigadas Landlord

And

Maria Johnson Tenant

Yannis Pigadas (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Johnson (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

This application was heard by videoconference on April 7, 2026.

The Landlord, the Landlord's agent, Jordana Simbrow, the Tenant, and the Tenant's legal representative, Oriel Varga, attended the hearing.

Pursuant to section 17(1) of the *Statutory Powers Procedure Act*, this written decision replaces any oral determinations made at the hearing.

Determinations:

1. 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.

Preliminary Issues:

Tenant's adjournment request

2. The Tenant's legal representative submitted that she was retained on March 31, 2026, the same day her vacation commenced. She stated that she returned to the office during her vacation on April 1, 2026, to meet with the Tenant; however, she submitted that this did not provide sufficient time to fully prepare the Tenant's defence.
3. The Landlord opposed the Tenant's request for an adjournment. The Landlord submitted that the application had been granted an urgent hearing based on alleged health and safety concerns, and that an adjournment would therefore be unduly prejudicial.
4. The Tenant's request for an adjournment was denied. I noted that the Tenant's legal representative served the Landlord and filed with the Board a 173-page evidentiary brief on March 31, 2026. Although the preparation time may have been shorter than usual, the evidence indicates that the Tenant's legal representative was able to meaningfully assist the Tenant in responding to the allegations within the time available.
5. Section 183 of the *Residential Tenancies Act, 2006* (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 to be heard on the matter." [emphasis added]
6. This provision does not require a perfect hearing. The Tenant was represented by counsel who had sufficient time to gather and serve relevant evidence. The Landlord's allegations were not overly broad or complex. In these circumstances, an adjournment was not warranted.

Insufficient details

7. The Tenant's legal representative submitted that the N7 Notice of Termination ('N7 Notice') served to the Tenant lacks required specific details that would allow the Tenant to know the case against them and permit them to respond.
8. The N7 Notice that was served to the Tenant provides the following details:

9. In *Ball v Metro Capital Management Inc.* [2002] OJ No 5931 (Div Crt) (*'Ball v Metro'*), the Divisional Court considered subsection 43(2) of the Act and found that the purposes of requiring that a landlord provide reasons and details on a notice given pursuant to the Act was to: a) allow the tenant to be in a position to know the case to be met before the board; b) allow the tenant to decide whether or not to dispute the allegations made by the landlord; and c) in the case of a voidable notice, allow the tenant to stop the conduct or activity or correct the omission.
10. At paras 10 and 12 of *Ball v Metro*, the Court found that to be in compliance with subsection 43(2), a notice should include dates and times of the alleged conduct, together with a detailed description of the alleged conduct.
11. Although the Landlord provided a detailed description of the alleged conduct, the N7 Notice fails to specify when the majority of this conduct is alleged to have occurred. With the exception of the references to March 1 and 2, 2026 in the first paragraph of the N7 Notice, the Landlord broadly cites the commencement of the tenancy on December 12, 2024, without identifying any additional dates. This lack of specificity makes it impossible for the Tenant to determine when the alleged incidents occurred and, as a result, prevents the Tenant from adequately responding to the allegations.
12. Further, the final paragraph of the N7 Notice alleges that the Tenant caused the Landlord mental distress and financial loss by failing to vacate the rental unit in accordance with a termination notice issued on October 1, 2025. This cannot form the basis of an N7 Notice. A tenant is not required to vacate a rental unit upon receipt of a notice of termination if they wish to challenge the allegations. A tenant is only considered to be overholding once an eviction order has been issued by the Board following a hearing on the merits of a landlord's application.
13. For these reasons, I found that the Landlord could proceed with the application only on the basis of the allegations set out in the portion of the Notice that complied with *Ball v. Metro*, namely the first paragraph referring to the events of March 1, 2026.

Improper reasons for ending the tenancy

14. The Tenant's legal representative submitted that the Landlord improperly selected "Reason 3" and "Reason 4" on the N7 Notice.
15. Reason 3 establishes a two-part test. The Landlord must prove both that the Tenant used the premises in a manner inconsistent with residential use and that this inconsistent use caused or could reasonably be expected to cause damage that is significantly greater than willful or negligent damage.
16. It was undisputed that the Tenant resides in the residential complex and uses the rental unit as residential premises. The Landlord also conceded that the Tenant did not cause damage to the rental unit. Accordingly, the requirements of Reason 3 were not met, and the Landlord could not proceed with termination of the tenancy under this ground.
17. Reason 4 requires the Landlord to prove that they live in the same building as the Tenant and that the building contains three or fewer units.

18. The Landlord testified that the rental unit is located in a single-family dwelling and that the Landlord resides in a self-contained basement unit. The Landlord further testified that the main and upper levels of the house contain three rooms rented under separate rental agreements. The Tenant occupies one of these rooms and shares common areas with the other renters. The Landlord also testified that there is an additional rental unit located at the rear of the property.
19. Section 2 of the Act defines a “rental unit” as any living accommodation used or intended for use as rented residential premises, and includes a room in a boarding, rooming, or lodging house. Based on the Landlord’s testimony, the building contains five residential units. As a result, the Landlord does not meet the requirements to rely on Reason 4, and termination of the tenancy under this ground is not permitted.

N7 Notice of Termination

20. Consistent with my determinations on the preliminary matters, the Landlord’s N7 Notice alleges that the Tenant disposed of toilet paper containing human excrement and urine in a shared, open-air garbage bin instead of placing the soiled paper in the toilet. The Landlord’s agent testified that this behaviour was personally discovered by her on March 1, 2026.
21. The Landlord advised that their proposed witness was a former tenant who would testify that the Tenant had engaged in this behaviour since the beginning of the tenancy. As I had limited the scope of the application to the dates specified in the N7 Notice, and as the proposed witness vacated the rental unit prior to March 1, 2026, I found that this testimony was not relevant and was therefore not required.
22. The Landlord’s agent, Jordana Simbrow (J.S.), who is also the Landlord’s fiancée, assists with cleaning and managing the rental units. On or about February 8, 2026, the Landlord began renting two of the three rental units on the upper levels of the home as short-term AirBnB rentals.
23. J.S. testified that she discovered discarded soiled toilet paper in the waste bin located in the Tenant’s shared bathroom. J.S. stated that she believed the soiled toilet paper was used by the Tenant because there were no AirBnB guests in the home between February 26, 2026, and the date of the discovery. J.S. further testified that, despite both written and verbal warnings to stop this behaviour, the Tenant has continued to place used toilet paper in the waste bin rather than flushing it.
24. The Tenant did not deny placing her used toilet paper in the waste bin. She testified that she was instructed to do so by the Landlord at the beginning of the tenancy, as she was told the ultra-low-flow toilets would clog if toilet paper were flushed. The Tenant maintained that when J.S. advised her on March 1, 2026, to stop this practice, she complied and has not repeated the behaviour.

Analysis

25. For eviction based on an N7 Notice, the alleged conduct must amount to a serious impairment of safety. Given the serious consequences associated with this ground for

termination namely, the short 10-day notice period, the ability to file an application immediately, the absence of an opportunity to correct the behaviour, and priority enforcement by the Sheriff, an N7 notice of termination is intended to be reserved for the most serious circumstances. The Act provides alternative grounds for less serious conduct, such as an N5 notice of termination.

26. Even if I were satisfied, on a balance of probabilities, that the Landlord had proven the allegation, I would not find that the conduct rose to the level of serious impairment of safety. While the conduct alleged may be unsanitary, may cause odours, and may not align with North American cultural norms, the evidence established that the soiled toilet paper was discarded in a waste bin and not left on commonly touched surfaces such as floors or countertops. There was no evidence of resulting illness, contamination, or an immediate risk to the health or safety of others. In these circumstances, the conduct, while inappropriate, does not meet the high threshold required to justify termination under an N7 Notice. Accordingly, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 10, 2026

Date Issued

Melissa Anjema

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.