



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000283-26

In the matter of: 3, 1136 CAMPBELL AVE
WINDSOR ON N9B2J5

Between: Windsor Essex Community Housing Corporation Landlord

And

David Wilson Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict David Wilson (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 April 7, 2026.

The Landlord's Representative, Madeline Whitworth and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the Tenant shall be required to comply with the terms and conditions as set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 24, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The notice was served by placing a copy in the Tenant's mailbox. 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. The first N5 notice contained three specific dates on which the Landlord received complaints regarding the Tenant smoking inside of their rental unit. The dates listed were October 1st, 20th, and 21st, 2025.
5. The Landlord's Representative submitted that the Tenant voided the first N5 notice of termination during the seven-day remedy period. The Landlord did not receive any further complaints during the seven-day remedy period following service of the N5.
6. On November 20, 2025, the Landlord gave the Tenant a second N5 notice of termination by placing a copy of the document in the Tenant's mailbox. The notice of termination contained an additional two dates on which the Landlord received additional complaints regarding the Tenant smoking inside of their rental unit. The dates identified in the notice were November 5th, and 15th, 2025.
7. The Landlord's Witness, Randi Morillo (R.M.), testified that he is a resident that lives in the same residential complex as the Tenant. He testified that his rental unit is located directly next to the Tenant's rental unit, and the two units share a common wall.
8. R.M. testified that he experiences very strong and unpleasant odors of pot and cigarette smoke, as well as burning plastic on an ongoing basis within his rental unit. R.M. confirmed experiencing these issues on the five dates listed in the N5 Notices. R.M. also testified that this is an ongoing problem and concern that occurs an average of 15 days out of every month. R.M. testified that the smell and odor is worse on what he described as the days on which the Tenant would get paid.
9. R.M. testified that he knows the smell of the cigarette and pot comes from the Tenant's rental unit because the smell is always strongest directly by an electrical outlet located on the shared wall within his rental unit. He describes the smell as getting less the further he moves away from the common wall and electrical outlet. R.M. also described the smell as getting so bad at times that it requires him to go outside and get some fresh air as it causes him nausea.
10. R.M. has sent multiple complaints to the Landlord and attempted to discuss the matter directly with the Tenant which has not been successful. R.M. has also spent approximately \$300.00 trying to reduce or eliminate the odor by purchasing air fresheners, fans, and oil diffusers. His steps have reduced the smell at times but have not eliminated the problem all together.
11. The Tenant, David Wilson (D.W.), did not dispute the dates and incidents as outlined in the N5 Notice's of termination. He confirmed that he does smoke pot and cigarettes in his rental unit. He also showed remorse for his actions and demonstrated an understanding of the effect that his actions are having on other tenants within the residential complex.
12. D.W. testified that he has lived in this unit for several years and wishes to continue his residential tenancy. He wants to turn his life around and quit smoking. D.W. testified that if given the opportunity, he will quit smoking all together and/or alternatively refrain from smoking inside of his rental unit for the remainder of his tenancy.

13. D.W. testified that this is his first time being taken to the Board and that he is on a limited income, elderly, and without any alternative housing. He understands the consequences of failing to adhere to the terms of a conditional order and believed that he could comply with said terms and conditions.
14. The Tenant has smoked inside of their rental unit on an ongoing basis. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. This conduct also substantially interferes with a lawful right, privilege or interest of the Landlord.
15. The Tenant was required to pay the Landlord \$2,608.84 in daily compensation for use and occupation of the rental unit for the period from December 13, 2025, to April 7, 2026. At the hearing, the Landlord's Representative submitted that the Landlord is not seeking any daily compensation for this period.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.
18. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlord's Representative argued that the Landlord does not believe that the Tenant will comply with a conditional order and that the tenancy should be terminated.
19. The Tenant sought relief from the Board in the form of a conditional order which would require the Tenant to refrain from smoking and/or burning any substances within his rental unit for the duration of the residential tenancy. He understood that any breach or failure to comply on his part would result in the termination of his tenancy without further notice to him.
20. Based on the evidence, I am satisfied that the Tenant's actions of smoking in the unit have substantially interfered with other tenants and the Landlord. The Tenant did not deny or dispute the allegations, on the contrary, the Tenant took full responsibility for his actions and understood that he cannot continue to smoke inside the rental unit. The Tenant was remorseful for his actions and stated that if given the opportunity to do so, he can remedy the problem and continue his tenancy without further issue. Accordingly, I find that the Tenant should be afforded one final opportunity to correct his actions. I believe this is feasible as the Tenant previously demonstrated by voiding the first n5 Notice of termination.
21. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. The Tenant shall not smoke any substances in the rental unit at any time. This includes any form of tobacco, marijuana, or any other substances.
3. The Tenant shall not burn any incense or other substance inside of their rental unit.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2, or 3 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.
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 May 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026, at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Ilan Shingait
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.