



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096744-25

In the matter of: 205, 140 FRANKLIN ST N
KITCHENER ON N2A 1Y2

Between: Williams & McDaniel Property Management Landlord

and

Bryan Shantz Tenant

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Bryan Shantz (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 18, 2026.

Only the Landlord's representative, Tim Kelly, and the Landlord's agent, Liz Loewen, attended the hearing.

As of 1:14 p.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. Therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 18, 2025, the Landlord served the Tenant a first voidable N5 notice with a termination date of September 10, 2025. The notice alleged incidents relating to the condition of the rental unit and the Tenant's conduct, including concerns regarding cleanliness on July 8, 2025, an incident on August 6, 2025, during which the Tenant was reportedly observed naked, and a refusal of entry on August 15, 2025.

4. The Landlord's representative indicated that although the first N5 notice was voided, similar issues arose again after the voiding period. Therefore, the Landlord served a second, non-voidable N5 notice on October 21, 2025 with a termination date of November 6, 2025 in accordance with section 68 of the *Residential Tenancies Act, 2006* (Act).
5. The second notice alleges cleanliness concerns identified following an inspection on October 15, 2025, and an incident on October 18, 2025, involving attendance by police and paramedics at the rental unit.
6. The Landlord's property manager, Liz Loewen, testified based on her direct knowledge of the events giving rise to the notices. Ms. Loewen testified that she conducted an inspection of the rental unit on October 13, 2025, and observed the rental unit to be in an unsanitary condition. She testified that there were tissues and other debris underneath the bed, and that feces and urine were present in the bedroom area. She further testified that the Tenant uses a commode in the bedroom. Ms. Loewen referred to a further inspection conducted on October 16, 2025, during which photographs were taken. She testified that the photographs depict continued unsanitary conditions, including feces and urine, tissues and debris on the floor, and cleanliness concerns throughout the bedroom and living areas. Based on the photographs and her observations, she testified that the unit remained in an unsanitary condition throughout.
7. Ms. Loewen further testified that the Landlord had received several complaints from other residents in the residential complex concerning odour, bugs and cleanliness issues emanating from the Tenant's unit. She stated that these complaints affected the other resident's reasonable enjoyment of the residential complex. She also testified that, as of the hearing date, the condition of the rental unit had not improved.
8. I inquired about the Tenant's personal circumstances as the photographs appear to show the use of a wheelchair and a commode. Ms. Loewen confirmed that the Tenant appears to have mobility limitation and stated that she had not observed the Tenant walking.

Analysis

9. Based on the uncontested evidence and submissions of the Landlord, I find that the Tenant has substantially interfered with the reasonable enjoyment of the Landlord and other Tenants. The evidence establishes that after the first N5 notice was served, further similar incidents involving cleanliness, sanitation, and interference with other tenants. I accept the Landlord's evidence that the condition of the rental unit was unsanitary and that the state of the unit resulted in odour, bug concerns, and complaints from neighbouring residents.

Relief from Eviction

10. 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 postpone the eviction until May 31, 2026, pursuant to subsection 83(1)(b) of the Act.

11. The Landlord's representative sought an order to terminate and evict the Tenant. He indicated that the Tenant has not requested any accommodation from the Landlord or made the Landlord aware of any disabilities.
12. I have taken into consideration the evidence suggesting that the Tenant may have a disability or mobility related limitation including the apparent use of a wheelchair and commode. These circumstances may have contributed to the condition of the rental unit. However, the Tenant did not attend the hearing and provided no evidence regarding any support in place, any steps taken to address the concerns, or any proposal to remedy the issues going forward.
13. The Landlord's evidence was that the condition of the unit had not changed as of the hearing date.
14. In these circumstances and given the ongoing nature of the interference affecting other Tenants, I am not satisfied that it would be unfair to grant the eviction order requested by the Landlord. However, in light of the Tenant's apparent physical disability, I find it is appropriate to delay the eviction date in order to allow the Tenant additional time to arrange for assistance and alternative accommodation.

Daily compensation and rent deposit

15. Based on the monthly rent, the daily compensation is \$31.43. This amount is calculated as follows: $\$955.95 \times 12$, divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$872.01 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$84.54 is owing to the Tenant for the period from August 30, 2021 to February 18, 2026.
18. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced. 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 June 1, 2026.
3. The Tenant shall also pay the Landlord compensation of \$31.43 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

April 14, 2026
Date Issued

Adeela Alvez
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 December 1, 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.