



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-068849-25

In the matter of: BASEMENT, 148 PARCELLS CRES
PETERBOROUGH ON K9K 2P2

Between: Gary Guthrie Landlord

and

Stacey Lashmar Tenant

Gary Guthrie (the 'Landlord') applied for an order to terminate the tenancy and evict Stacey Lashmar (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;
- and that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on December 4, 2025, and on March 13, 2026.

At the December 4, 2025 hearing, the Landlord, Katlyn Robitaille, and her agent Kailee Sharp and representative, Kelly Hawkes, and the Tenant attended at the hearing.

At the March 13, 2026 hearing, the Landlord, Katlyn Robitaille and her representative, Kelly Hawkes, and the Tenant and her representative Britteny Rose-Ward attended at the hearing.

Preliminary issues:

Tenant's Adjournment Request

1. The Tenant requested an adjournment of the hearing on December 4, 2025, because she was not prepared to proceed, she indicated that she would like to retain a legal representative and had recently contacted someone. She further submitted that she was sick and that the evidence served by the Landlord did not provide her with sufficient time to prepare. The Tenant did not direct me to any documentary evidence in support of her request. The Landlord's representative objected to the adjournment request, stating that the Landlord has incurred expenses to attend the hearing with her witnesses and that the Tenant had notice of the hearing since September 2025.
2. Based on the submissions of the parties, I denied the Tenant's adjournment request. The Tenant had notice of this hearing since September 15, 2025, but only recently contacted a legal representative. I found her explanation regarding her efforts to retain a legal representative to be insufficient. Further during the inquiry of this preliminary issue, I found that the Tenant was able to understand and respond to my questions. Therefore, in the absence of a medical note indicating the Tenant's inability to participate, I found no reason for the matter to be adjourned.
3. In addition, this matter was heard at the end of the hearing block. During this time the Tenant spoke with Tenant duty counsel and used the additional time to prepare.

Landlord's amendment requests

4. The Landlord's representative requested to withdraw the Landlord's claim for compensation for each day the Tenant remained in the unit after the termination date. The Tenant did not object and I consented to the request.
5. The Landlord's representative also requested to withdraw the Landlord's claim requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. This claim is reason 4 on the L2 application, which is a claim pursuant to subsection 89(1) of the *Residential Tenancies Act, 2006* (Act). The Tenant did not object and I consented to the request.

Determinations:

N5 Notice of Termination- Substantial interference and Damage

6. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, this part of the application is dismissed.
7. The Tenant was in possession of the rental unit on the date the application was filed.

8. On July 30, 2025, the Landlord served the Tenant with a 1st voidable N5 notice with a termination date of August 31, 2025, pursuant to sections 62(1) (undue damage) and 64(1) (substantial interference) of the Act. The N5 contains the following allegations:
 - On April 4, 2025, the Tenant reported mould beneath the kitchen sink and on windshield.
 - On April 10, 2025, Landlord's property manager attempted to inspect the reported issue; however, the Tenant had already cleaned the windshield and had placed a large blanket in front of the window, which affected the air flow and moisture levels.
 - On May 7, 2025, the Tenant delayed the Landlord's repair work by approximately 90 minutes.
 - On May 13, 2025, the Tenant contacted a third party restoration company, without the Landlord's knowledge, regarding the mould in her unit.
 - On May 28, 2025, the Landlord's inspection noted air vents in the kitchen had been covered with plastic, which the Landlord alleges interfered with HVAC system and ventilation within the unit.
 - On June 4, 2025 and June 17, 2025, the Tenant denied entry to property management when they attended to install a dehumidifier and inspect the floor drain area.
 - The notice also alleges undue damage of \$1,395.55 as the Landlord's estimated cost to repair the damage property.

Evidence and Submissions

9. The Landlord's agent, Kaliee Sharp, testified regarding the allegations set out on the N5 notice. She referred to the Landlord's evidence brief and audio recordings during her testimony.
10. Ms. Sharp stated that the Tenant reported issues of water damage and mould in the rental unit on April 4, 2025. She attended at the rental unit on April 5, 2025 and took pictures of the areas where the Tenant claimed there were mould, she referred to two images taken by her on that day that show black spots in the affected areas. She reattended at the rental unit on April 10, 2025 and discovered that the Tenant had already cleaned up the mould, there was a large blanket covering the window, there was water damage on the countertop and the vents were covered.
11. Ms. Sharp again visited the unit on May 7, 2025. At the request of the property owner and after a discussion with CO2 Solutions on May 2, 2025, she reviewed a plan to remove and address the mould on the countertop. Although entry was eventually allowed by the Tenant it was delayed by 90 minutes.
12. I inquired whether a notice was served for the May 7, 2025 entry. The Landlord's agent referred to an email dated May 4, 2025, which omits the time of entry. The email states: *"We will be on site Wednesday, May 7, 2025 to complete the describe work above. Then we will return Thursday afternoon to collect the air scrubber after it has run for 24 hours."*

13. Ms. Sharp charged the Landlord for her services on May 7, 2025, she referred to her invoice dated May 1, 2025 for \$214.70 related to her entry into the rental unit.
14. On May 28, 2025, CO2 Solutions Inc. ('CO2') conducted a visual inspection of the property due to the Tenants concern about possible mould growth on HVAC registers and possible undulations of peel and stick vinyl flooring on concrete slab. The report states:

“Tenant had the 2 HVAC registers in question closed, no mold was visible on registers. I advised it would be in best interest to open all registers to allow air flow into basement. The less air flow in a basement, the more likely for mold growth due to the natural ‘stack effect’ of moisture from the ground upwards into basement - Advised dehumidifiers must be running in various areas to combat the humidity levels. No visible mold growth, but the concrete slab registered high moisture (Normal for area as the water table is high in that subdivision - partial swamp nearby). I would suggest pull up a few areas of the vinyl tiles to make sure no mold growth is happening underneath flooring.”
15. Ms. Sharp referred to CO2's report/invoice dated May 30, 2025 for \$751.45. The Landlord is seeking compensation for the expense related to the May 28, 2025 inspection which is \$375.73. Ms. Sharp also testified that on June 12, 2025 and June 17, 2025, entries were denied by the Tenant. She was to attend at the rental unit and install the dehumidifier and confirm that the plastic coverings of the forced air and return air vents had been removed. Ms. Sharp referred to her invoice dated July 1, 2025 for \$429.40.
16. The Tenant confirmed that she received the N5 notice on July 31, 2025. She testified that after receiving the notice, she sent an email to the Landlord's agent on August 1, 2025, expressing her confusion regarding the allegations in the notice and requesting clarification regarding the damage claims. She indicated that she did not receive a reply to that email. The Tenant testified that she received the Landlord's invoices for the damage claim when she was served with the Landlord's evidence brief in advance of the hearing.
17. The Tenant confirmed that she sent an email to the Landlord on April 4, 2025, regarding the mould issue in the rental unit. She indicated that she permitted entry to the Landlord on April 10, 2025 and April 30, 2025, to inspect the reported issues. She stated that the Landlord had an inspection scheduled for May 2, 2025 but it was canceled by the Landlord's agent 7 minutes before entry. The Tenant claims that she spoke with Ms. Sharp on that day and was permitted to arrange her own remediation company to address the issue of mould.
18. The Tenant further testified that the Landlord's agent entered her unit on May 7, 2025; however, the notice of entry that was served on her did not specify a time of entry.
19. The Tenant also confirmed during her testimony that she refused entry on June 12, 2025 and June 17, 2025 to the Landlord's agent because the Landlord will not hire qualified professionals to address the mould issues in the unit.
20. The Tenant confirmed that the Landlord did not attempt to enter her unit during the seven day voiding period following the service of the N5 Notice. It is undisputed that the next attempted entry by the Landlord after service of the N5 notice was on August 13, 2025, to change the furnace filters.

Analysis and Findings

21. The Landlord's eviction application is based solely on a voidable N5 notice. In this case, the N5 notice is deemed served on August 4, 2025, which means the 7 day voiding period ran from August 4, 2025 to August 11, 2025.

a. Substantial Interference

22. Subsection 64(3) of the Act states: "the notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission."

23. In this case, the substantial interference allegations in the N5 are regarding the Tenant's refusal or delay in permitting entry on May 7, 2025, June 12, 2025, and June 17, 2025, as well as conduct alleged to have interfered with the Landlord's remediation efforts, including covering air vents with plastic and insisting that entry would only be permitted on conditions set by the Tenant.

24. The evidence before me is that the Landlord did not attempt entry, inspect the rental unit, or lead evidence of any continuing refusal of entry or other interference by the Tenant during the voiding period. Therefore, I find that the substantial interference portion of the N5 notice was voided in accordance with s.64(3) of the Act.

b. Undue Damages

25. Subsection 62(3) of the Act states: "the notice of termination under this section is void if the tenant, within seven days after receiving the notice, complies with the requirement referred to in clause (2) (c) or makes arrangements satisfactory to the landlord to comply with that requirement."

26. The N5 notice alleges that the Tenant willfully or negligently caused undue damage to the rental unit. The Landlord's estimated cost to repair the damage property is \$1,395.44. I find that the N5 notice does not satisfy the requirement in subsection 43(2) of the Act to provide adequate reasons and details because it does not clearly identify the specific alleged damage or how it was wilfully or negligently caused by the Tenant, a guest or occupant.

27. The requirement that a notice of termination contain reasons and details was considered by the Divisional Court in *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, where the court held that notices of termination must contain specific details as to the behaviour complained of including dates and times of that behaviour.

28. I accept the Tenant's testimony that she was confused regarding the damage claim upon receiving the N5 notice, I say this because the Landlord refers to the \$1,395.44 in Schedule "A" attached to the notice as the costs incurred from the Tenant's behaviour. In addition, the details provided on the notice generally refers to mould concerns, covering vents, and costs incurred as a result of the Tenant's behaviour. It does not clearly identify the specific damage alleged to have been willfully or negligently caused by the Tenant, nor does it clearly set out what action was required to void this portion of the notice within the

seven day period in accordance with subsection 62(3) of the Act. Therefore, without clear details of the alleged damage and how the Tenant can void, the notice does not satisfy the requirement articulated in *Ball v. Metro Capital Property*.

Compensation

29. As explained below, the Landlord partially proved the claim for compensation in the application. Therefore remedy is ordered as set out below.

30. Pursuant to s. 88.1(1) of the Act, “a landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,

(a) while the tenant or former tenant is or was in possession of the rental unit, the conduct of the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant is or was such that it substantially interferes or interfered with,

- (i) the reasonable enjoyment of the residential complex for all usual purposes by the landlord, or
- (ii) another lawful right, privilege or interest of the landlord;...”

31. Subsection 88.1(4) of the Act limits recovery to “reasonable out-of-pocket expenses that the Landlord has incurred or will incur as a result of an interference” by the Tenant.

a. Invoice from CO2

32. The Landlord relied on an invoice from CO2 Solutions Inc. dated May 30, 2025, in the amount of \$375.73. I accept the Landlord’s evidence that CO2 conducted a visual inspection on May 28, 2025 and that the Landlord paid this invoice. However, the entry was allowed by the Tenant and the Landlord led no evidence that this expense was as a result of substantial interference by the Tenant. I find that this invoice is related to the Landlord’s maintenance obligation in accordance with section 20(1) of the Act, not an out-of-pocket expense recoverable in an application under section 88.1 of the Act. Therefore, this expense is denied.

b. Entries

33. The Landlord relied on an invoice from Sharp Property Management Ltd. dated May 1, 2025, in the amount of \$214.70 for entry on May 7, 2025. I accept the Landlord’s evidence that entry in the rental unit by the Landlord’s agent was delayed by 90 minutes. However, I find that this expense was not as a result of substantial interference by the Tenant or that this is a reasonable out-of-pocket expense. The Landlord was not entitled to demand entry on that date because the Landlord did not serve a valid notice of entry in accordance with s. 27 of the Act. It was the Landlord’s own evidence that the email notice omitted the time of entry. The notice should specify a reasonable time of entry between 8:00 am and 8:00 p.m., as required by the Act. Therefore, this expense is denied.

34. The Landlord also relied on an invoice from Sharp Property Management Ltd. dated July 1, 2025, in the amount of \$429.40. I accept the Landlord's evidence that the purpose of the entries on June 12, 2025 and June 17, 2025 was to install a dehumidifier and to confirm that the plastic coverings on the forced air and return air vents had been removed. I also accept that valid notices of entry were served for both dates.
35. Based on the evidence before me and on a balance of probabilities, I am satisfied that the Tenant's refusal to permit entry on those dates were unreasonable and substantially interfered with the Landlord's lawful rights, privileges or interests. The Landlord was entitled to enter the rental unit upon proper notice, and the Tenant's conduct prevented the Landlord from exercising that right. Therefore, I find that the Landlord incurred the expense of \$429.40 as a result of the Tenant's conduct, and this expense is granted.
36. As the Landlord was partially successful with the claim, the Tenant compensate the Landlord for the cost to file the application.

It is ordered that:

1. The Tenant shall pay to the Landlord \$429.40, which represents the reasonable out-of-pocket expenses the Landlord has incurred.
2. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$615.40.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 17, 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.