



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

File Number: LTB-L-016437-26

In the matter of: 73, 146 OAT LANE
KITCHENER ON N2R0S8

Between: ISHAN MODY Landlord

And

GURMANPREET SINGH Tenant

ISHAN MODY (the 'Landlord') applied for an order to terminate the tenancy and evict GURMANPREET SINGH (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

This application was heard by videoconference on April 13, 2026. The Landlord and the Tenant attended the hearing. The Tenant declined the opportunity to speak with Duty Counsel prior to the commencement of the hearing.

Determinations:

1. The Tenant is still in possession of the rental unit.
2. The Landlord's application was preceded by a single N5 notice of termination ("N5 Notice") deemed served on February 2, 2026. The N5 Notice set out the reason for ending the tenancy: 1) the Tenant's behaviour or the behaviour of someone visiting or living with the Tenant has substantially interfered with another tenant's reasonable enjoyment of the residential complex, and/or lawful rights, privileges, or interests.

3. The Tenant does not dispute most of the allegations detailed on N5 Notice. He acknowledged that he failed to maintain the balcony in accordance with building rules which resulted in complaints from the City. He also acknowledged that the Landlord received complaints from the condominium corporation with respect to his ongoing failure to remove dog feces from the balcony and that this failure was a breach of the condominium rules and exposed the Landlord to fines.
4. Based on the evidence before me, I am satisfied the Tenant denied entry to the rental unit on January 22, 2026. On January 19, 2026, the Landlord advised the Tenant that he and the building inspector would enter the rental unit on January 22, 2026 between noon and 1:00 p.m. for the purpose of an inspection related to recent repair work. The Tenant was reminded to secure his dog. At 3:00 a.m. on January 22, 2026, the Tenant asked that the inspection be rescheduled. The inspection was canceled as the Tenant had not secured his dog.
5. Based on the evidence, I am satisfied on a balance of probabilities that 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
6. Evidence establishes that the City of Kitchener received complaints from other tenants regarding the state of the balcony. By failing to keep his balcony free from dog feces and other waste debris, the Tenant subjected the Landlord to possible legal action and fines and interfered with other tenants' reasonable enjoyment of their own balconies. I am also satisfied that the Tenant interfered with the Landlord's lawful right, privilege or interest by failing to comply with the notice to enter the rental unit.
7. Subsection 64(3) of the *Residential Tenancies Act, 2006* (the "Act") states that a tenant can void an N5 Notice by stopping the activities or correcting the described behaviour within seven days of being served with notice. In this case, the seven-day voiding period began on February 3, 2026 and ended on February 9, 2026.
8. the Tenant did not correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

12. The Tenant does not wish to preserve the tenancy as he is actively looking for another home and wants to move out as soon as possible. The Tenant does not dispute the Landlord's allegations but indicated he was having some medical issues which prevented him from cleaning up after his dog. He indicated that while he had a friend who helped him with his dog, his friend did not clean up after his dog or take the dog out for walks. The Tenant claimed that he has since cleaned the balcony but did not admit any photographs to support his claim.
13. The Landlord opposed any relief from eviction given the Tenant's continued failure to maintain the property and the fact the Tenant is in arrears of \$9,600.00. The Tenant did not dispute he is in arrears explaining that he lost his job and has been struggling financially.
14. While the Landlord currently has an application before the LTB for non-payment of rent, I have considered the Tenant's failure to pay rent as part of a pattern of non-compliance by the Tenant. I find the Tenant's explanation as to why he failed to clean up after his dog to be unreasonable. There are no circumstances in which it would be reasonable for a tenant to allow their dog to defecate on a balcony within such close proximities to other units. Clearly the Tenant refused to walk his dog. He allowed his dog to relieve itself on the balcony and then refused to clean up after his dog, leaving the waste on the balcony for extended periods of time. I am not convinced this conduct has improved and given the Tenant wishes to move out as soon as possible and owes a significant amount in arrears, I believe it would be prejudicial to the Landlord to extend any relief from eviction.

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 4, 2026.
2. If the unit is not vacated on or before May 4, 2026, then starting May 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 May 5, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.

April 23, 2026
Date Issued

Dawn Sullivan
Vice Chair, 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 November 5, 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.