



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

File Number: LTB-L-086698-24

In the matter of: 140 WESTWOOD CRES
WELLAND ON L3C4R3

Between: Thanuja Ravindran Landlord

And

Daniel Desroches Tenants
Susan Desroches

Thanuja Ravindran (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Desroches and Susan Desroches (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

This application was heard by videoconference on March 17, 2025, and April 13, 2026.

The Landlord and the Landlord's Representative, Glenn Gosling and the first named Tenant and the Tenant's Representative, Peter Giblett attended the hearing.

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 Tenants shall be required to comply with the terms of this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On October 11, 2024, the Landlord gave the Tenants an N5 notice of termination by way of email communication. The notice of termination contains the following allegations: the Tenants, another occupant of the rental unit or someone the Tenants 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 the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises.

Unpaid Utility Charges:

4. The Landlord, Thanuja Ravindran (T.R.), testified that she is the owner/Landlord of the rental property. T.R. testified that the tenancy commenced on July 1, 2023, at which time the lawful rent was \$2,200.00 per month, payable on or before the first day of the month.
5. T.R. testified that the Tenants initially agreed to pay 45% of all the utility charges within the household. On or about September 1, 2023, the parties jointly amended the terms of the lease to change the portion that the Tenants are responsible for to 55% of all the utility charges in the household. The Tenants were also responsible for 50% of the hot water heater. The Landlord tendered evidence in the form of email communications confirming the change in utility charges.
6. T.R. testified that the Tenants failed to pay their portion of the utility account owing for the period of January 1, 2024, through to September 30, 2024. T.R. testified that the Tenants owed a balance of \$1,865.42 of the \$2,626.05 initially claimed as the Tenants have made some small payments in the amount of \$760.63 since filing of the Landlord's application to the Board. The outstanding bills consisted of utilities for water, gas, and electricity charges.
7. On cross-examination, T.R. confirmed that the initial split for the Tenants' portion of the utilities was lower, but the parties mutually agreed to increase the Tenants' portion of the utility account. This was confirmed in writing by way of email communication. T.R. did not dispute that the bills sent to the Tenants may have been delayed.
8. On re-direct, T.R. concedes that the utility bills may not have been sent to the Tenants immediately after the Landlord received them but maintained that the Tenants now have all the bills being claimed by the Landlord.
9. The Tenants' Witness, David Desroches (D.D.), testified that the Tenants named in this application are his parents and he has lived with them in the rental unit since approximately 2023. He confirmed that his parents initially paid 45% of the utility bills and later negotiated with the Landlord and agreed to 55%. He submits that his parents agreed under duress but offered no evidence to suggest the same. He also testified that the Landlord wanted a 60/40 split but his parents negotiated their portion down to 55%.
10. D.D. testified that his father is partially blind and requires assistance with many chores.
11. D.D. testified that the Landlord did not send his parents / the Tenants a copy of the utility bills as they came due and owing. Instead, the Landlord sent the Tenants all the outstanding bills at one time asking for payment of the entire amount. D.D. testified that the bills include late fees and the Tenants should not be liable for said fees because they received the bills past the due dates.

12. D.D. testified that both him and his parents smoke cigarettes but only do so outside of the rental unit near the back door or in the front porch area. He testified that he also smokes marijuana but has a prescription and consumes it for medical purposes. D.D. testified that the flooring in the rental unit was already old and in bad shape when the Tenants occupied the unit. The unit was not freshly painted when the Tenants moved in and the walls had existing marks.
13. On cross-examination, D.D. agreed that his parents agreed to pay 55% of the utility charges but maintained that they did so under duress. Again, no examples of any duress were provided.
14. D.D. also maintained that no one smokes inside of the rental unit and the reason someone may have observed an ashtray on the table inside is because the Tenants will take the ashtray out when they smoke and bring it back into the house after smoking, so it does not get wet or spill over in high winds.
15. The Tenant, Daniel Desroches (D.D.), testified that he and his wife occupy the rental unit as Tenants. He is disabled and partially blind. His wife also suffers from medical issues.
16. The Tenant testified that he has paid all the utility bills that have come due since the last hearing as ordered by the Board. This was not disputed by the Landlord. He also testified to paying a portion of the utility bills identified in the initial N5 notice but he did not provide any specific amounts of payments, or dates of payments. I am also mindful that no evidence was provided of payments being made on account.
17. The Tenant also testified that the Landlord always sent the bills after the due date identified in the bills and that the Tenants should not be liable for any late charges. He also testified that the Landlord would hand him multiple bills at one time forcing the Tenants to make large sum payment all at once rather than small more manageable payments over time.
18. The Tenant maintained he made some payments from the amount claimed by the Landlord since the last hearing but did not provide any specific times, dates, amounts, or documentary proof of payments.

Interference with Sale of the Rental Unit / Refusal to permit entry for showings

19. T.R. testified that she notified the Tenants that she wanted to list the property for sale and informed the Tenants that she would be retaining the services of a realtor to sell the property. T.R. testified that the Tenants interfered with the Landlord's attempt to sell the property by posting various notes on the front door of the rental unit and throughout the property during scheduled showings. The notes made references to LTB hearings, and appointments with Bylaw office, and the fire department.
20. T.R. also testified that the Tenants initially cooperated and permitted showings of the rental unit, but after the initial two weeks of showings, the Tenants began to deny multiple entries and showings and made statements suggesting that they would only permit showings once every second Sunday.

21. On cross-examination, T.R. confirmed being informed by the realtor that the Tenants were posting notes throughout the property during scheduled showings and making negative comments about the property or their tenancy. I am mindful that the Landlord did not personally witness these incidents.
22. The Landlord's Witness, Christopher Mazzuca (C.M.), testified that he is a licensed realtor and that he was retained on or about July 25, 2024, by the Landlord to list the rental unit for sale.
23. C.M. testified that the Tenants refused to allow the rental unit to be shown as per notice of entries provided to the Tenants. C.M. testified that the Tenants refused to allow showings on several occasions including August 8th, 12th, and 21st, 2024. The Landlord tendered emails of communications regarding this issue as evidence.
24. C.M. also testified that the Tenants were making discouraging comments during showings of the property and posted signs or notices during scheduled showings with information such as LTB hearing dates, fire department appointments, and Bylaw appointments regarding the property.
25. C.M. testified that the Tenants permitted showings for the initial two weeks the property was listed but then insisted on showings once every second Sunday. C.M. also testified that the Tenants suggested that they would be more open to showings if compensated for doing so.
26. C.M. testified that the Tenants' actions negatively impacted his ability to sell the property. He also testified that the Landlord did receive several offers that he described as being low but also confirmed that the offers were very close to the asking price of \$399,000.00. C.M. testified that he has been a realtor for four years and based on his experience houses in the area were selling within 21 days of being listed at that time. The property was not sold and ultimately taken off the market.
27. On cross-examination, C.M. confirmed that he was retained by the Landlord and listed the property on July 25, 2024. He also confirmed that the Tenants did not refuse entry for showings during the initial two weeks. C.M. also confirmed that he recalled the Tenants telling him that they had a death in their immediate family and would not be allowing showings for that reason on at least one occasion.
28. C.M. also confirmed receiving an email which indicated that the lower level/basement smelled like smoke. He also confirmed the basement was not being occupied.
29. The Tenant, Daniel Desroches (D.D.), testified that he did not interfere with the Landlord's showings of the rental unit and that he did not recall refusing all the entry dates identified by the Landlord. He also testified to having valid reasons for the dates which he did refuse entry, including the death of an immediate family member and family gathering. He also testified that his wife was being assisted by a PSW and that he did not want to allow showings during the times that his wife was being given personal care such as cleaning or bathing.
30. The Tenant was unable to recall the specific incidents or reasons for denying showings on specific dates claimed by the Landlord.

31. The Tenant also confirmed telling a potential purchaser that his intention was to stay even if the property was sold. The Tenant also confirmed allowing all showings for the initial two weeks of the property being listed. The Tenant submitted that the Landlord never sold the property but did get offers on it.
32. The Tenant denied any involvement in placing the posted notes throughout the household and posting them on the front door during scheduled showings. He did not know how they got there. He submitted that because he was partially blind, he would make himself large post it notes that he would hang on his fridge as a reminder/tickler system for himself.
33. The Tenant also maintained that any notes in the property were in the unit to assist him with his seeing impairment and that he did not know how those notes got posted on the front door as this was not done by him. The notes are primarily reminders for him regarding his medical and other upcoming appointments.
34. On cross-examination, the Tenant agreed that he had denied entry on more than one occasion but maintained having valid reasons to do so.

Damage to property /Smoking in the rental unit:

35. T.R. testified that the rental unit was a non-smoking unit and that the Tenants smoked inside of the rental unit daily. T.R. described the rental unit as having a very strong and unpleasant odor throughout the unit. T.R. also testified that she had multiple contractors attend the unit for various items and she was informed that they could smell the smoke inside of the unit and found signs of smoking inside the unit, including an ashtray with cigarette butts on the table inside the unit as well as cigarette butts on the floor around the ashtray.
36. T.R. testified that the Tenants smoking inside of the rental unit has caused significant damage to the rental unit and the unit required priming and painting of the walls, and removal and replacement of under pads and flooring. The Landlord tendered a copy of a quote for \$14,036.86 for the cost of having the unit walls primed and painted and the floors removed and reinstalled with new under padding. T.R. also states that a copy of this quote was provided to the Tenants along with the initial N5 Notice of termination. The Tenants made no effort to pay this amount.
37. On cross-examination, T.R. confirmed that she purchased the property on or about May 2023 and rented the property out to the Tenants within months of taking ownership. T.R. also confirmed that the ceiling in the dining room leaked shortly after the Tenants took occupancy of the unit and the leak caused issues with a ceiling light fixture.
38. T.R. also confirmed that she was trying to sell the property when she obtained the quote for priming, painting, and floor installation. T.R. also confirmed that no photographs of any damage were uploaded to the portal. T.R. states that she was unable to take any photographs because the Tenants would not allow it. T.R. confirmed having the ability to inspect the unit prior to listing the property for sale.

39. T.R. also confirmed that she performed an inspection of the unit prior to providing the Tenants with occupancy of the unit and did not observe any damages or disrepairs at that time. T.R. testified that the appliances were replaced with new appliances and the unit was cleaned prior to the Tenants taking occupancy. T.R. also confirmed that some small items may have been left in the garage prior to the Tenants taking occupancy of the unit requiring disposal.
40. The Landlord's Witness, Jason Wall (J.W.), testified that he is a licensed electrician and that he was retained by the Landlord on or about May 28, 2023, for the purposes of attending the unit on an emergency basis due to power failure. He visited the property on four separate occasions to address various electrical issues within the unit. J.W. testified to observing the Tenants' rental unit to have been in an untidy state and also had a strong smell of cigarette smoke throughout the unit. J.W. also testified that he observed an ashtray with multiple cigarette butts on the table inside of the Tenants' rental unit at the time of his visits. J.W. also testified to seeing a film of what he described as being smoke on a pot light fixture at the time of one of his visits on or about August 2024.
41. On cross-examination, J.W. confirmed that the pot lights with the film of smoke were located on the ceiling. He also confirmed that water exposure to the pot lights could have caused damage to the lighting unit.
42. The Tenant, Daniel Desroches (D.D.), testified that the Tenants have not caused any damage to the rental unit. He also testified that the unit was not freshly painted when he took occupancy, nor did the unit have new flooring installed prior to him taking occupancy. The Tenant testified that the unit walls were in rough shape when he initially occupied the unit and that the floors were old and showed signs of such. The Tenant testified that the unit walls do not currently have any holes, gouges or damage otherwise. The Tenant also testified that the floors are not damaged beyond the condition the Tenants initially got them in apart from normal wear and tear over the course of the tenancy.
43. The Tenant testified that no one smokes inside the rental unit, and all smoking is done outside of the unit or on the front porch area. The Tenant also testified that he tries his best to maintain the unit in a state of ordinary cleanliness and is prepared to retain the services of a maid to come in and clean the unit every so often.
44. The Tenant believes that the quote obtained by the Landlord for the priming, painting, and floor work in the property is based on the Landlord wanting to upgrade the unit before selling it. The Tenant claims this would be unreasonable.
45. On cross-examination, the Tenant testified that his wife's PSW is allergic to smoke and that he is currently caring for a child under a court order and does not wish to expose either to smoking inside of the unit.

46. Based on the evidence and submissions of the parties, I am satisfied that the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord. I make this finding because I find that the Tenants have more likely than not, refused to allow the Landlord or Landlord's agents entry into the rental unit on multiple occasions. I am mindful that the Tenants did have extenuating circumstances on at least one of those dates when suffering the loss of an immediate family member.
47. I am also satisfied that someone placed the posted notes on the front door of the property during at least one of the scheduled showings of the unit. I am mindful that the note refers to an LTB Hearing, Fire Department, and Bylaw appointments for the property. These notes would more than likely have a negative impact on any potential purchaser entering the property.
48. I am also satisfied that the Tenants have failed to maintain their portion of the utility account as it came due. I am satisfied that the Tenants agreed to be responsible for 55% of the total utility costs within the household. I am also satisfied that the Tenants have failed to pay the sum of \$1,865.42 for the period of January 1, 2024, through to September 30, 2024. I am mindful that the Tenants have maintained the utility account since the last Board hearing as ordered by the Interim Order issued by the Board. The late fees charged for this period were a total of \$30.73. Therefore, the total amount owing by the Tenants is \$1,834.69.
49. I am also satisfied on a balance of probabilities that the Tenants or an Occupant thereof, has smoked inside of the rental unit throughout the duration of the residential tenancy. I am mindful and do believe that the Tenants use the front porch or back door to smoke at times but feel as though smoking is also done inside of the rental unit. I find the ashtray being kept inside the unit is more consistent with smoking inside rather than bringing it in and out each time. I also find it more reasonable to simply leave an ashtray outside covered as to avoid having the unit smell like cigarette butts inside if one does not smoke inside.
50. I am not satisfied that the Tenants negligently or wilfully damaged the rental unit by virtue of smoking inside the unit. I am making this finding based on the lack of evidence supporting damage in the property. A statement identifying a single layer of smoke film on a light fixture and the general smell of smoke in the unit does not support damage requiring priming and painting of the entire unit and the removal and installation of new flooring. I am also mindful that none of the witnesses or witness statements made any specific reference to damage observed in the unit relating to wall damage or floor damage apart from the smoke like film substance identified on a light fixture. I am also mindful that no evidence was provided regarding the age of the flooring and/or last time the unit was freshly painted and primed. The Tenants evidence also disputed any damage to the unit. The Landlord did not upload any photographic evidence of damages and the Tenants' disallowing entry is not a reasonable ground as the Landlord does not require a tenant's consent for entry simply to ensure that proper notice is provided.

51. The Tenants did not correct the omission within seven days after receiving the N5 notice of termination. The Tenants did not bring the utility account back into good standing. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
52. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction:

53. The Landlord was unaware of any circumstances that may require the Board to consider denying or delaying termination of the tenancy and sought the issuance of an order terminating the tenancy, awarding compensation for damage, and awarding out of pocket expenses in the form of unpaid utilities. The Landlord also testified that the Tenants continue to smoke in the unit and cause further damage within the rental unit.
54. The Tenants sought relief by way of the issuance of a conditional order. The Tenants are prepared to pay the balance of the unpaid utilities but request payment of \$100.00 per month due to their limited financial resources and income. The Tenants also testified that if permitted to stay they can maintain the utilities in good standing as they have done since the issuance of the Interim Order. The Tenants are also prepared to not smoke inside the unit and allow entry into the unit if ordered to do so and permitted to continue the tenancy. The Tenants are both elderly and suffer from medical conditions.
55. 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.
56. I make this finding because I feel that the Tenants can correct the issues identified in the Landlord's application and comply with the terms of this order as demonstrated by compliance of the Interim Order issued by the Board.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants, occupants, or any guests thereof, shall not smoke inside of the rental unit for the duration of the residential tenancy.
3. The Tenants shall not obstruct and/or prevent the Landlord or Landlord's agents from entering the rental unit with proper written notice of entry.
4. The Tenants shall not interfere or obstruct the sale of the rental unit if the property is relisted. This includes posting documents on the unit entry door and making any negative comments to potential purchasers.

5. The Tenants shall ensure that their utility account is maintained in good standing. The Tenants shall be responsible for paying their portion of the utility bill within 15 days of receiving the bill. The Landlord shall provide the Tenants with the utility bill within 96 hours of receiving a copy of the bill. The Landlord shall also be required to serve the Tenants a copy of the bill in such a manner as to be able to confirm the date on which the bills were provided to the Tenants. For example, email communication with date of delivery confirmation. This date will confirm compliance on behalf of both parties.
6. The Tenants shall pay to the Landlord \$2,020.69. This amount represents the \$186.00 filing fee and \$1,834.69 being the balance of the unpaid utilities claimed by the Landlord after deduction of the late fees as identified by the Landlord's Representative.
7. The Tenants shall be required to pay the Landlord the amount in paragraph 6 above by way of making payment in the amount of \$100.00 per month, payable on or before the first day of each month starting June 1, 2026, through to January 1, 2028, and a final payment of \$20.69 payable on or before February 1, 2028.
8. If the Tenants fail to comply with the conditions set out in paragraphs 1 through 4, or the Tenants fail to make any payments as required under paragraphs 5, or 7, of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order for the balance of the unpaid utilities in this order, and for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. The application may be made to the LTB without notice to the Tenants.

April 30, 2026
Date Issued

Ilan Shingait
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.