



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092388-25

In the matter of: 18 SOPHIA ST E
BARRIE ON L4M1Y3

Between: Simcoe County Corp Landlord

And

Holly Kimbell Tenant

Simcoe County Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Holly Kimbell (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 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.

This application was heard by videoconference on February 9, 2026.

The Landlord's Agent, Natalie Abramovich, and the Tenant attended the hearing. Debbie Fowler (DF) and Dejana Blagojevic (DB) attended as witnesses for the Landlord.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I find it appropriate to exercise my discretion and therefore, the tenancy shall continue on the conditions ordered below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On September 3, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served on September 8, 2025, with allegations that the Tenant and/or

her guests had loitered, smoked, had altercations and caused excessive noise in the residential complex on or around September 1, 2025. 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. On October 27, 2025, the Landlord gave the Tenant a second N5 notice of termination, deemed served the same day. The notice of termination contains the allegations that, during the period October 23-25, 2025, the Tenant and/or her guests were yelling, smoking in the rental unit and causing disturbances.

Landlord's Evidence

5. The Landlord's Agent testified that:

- a) The Landlord is a social housing provider that provides services to tenants to assist them in preserving their tenancies;
- b) The Landlord has received multiple complaints about the Tenant from other tenants regarding noise, yelling and smoking;
- c) The actions of the Tenant and her guests often result in a police presence in the residential complex; and
- d) The Tenant has been repeatedly warned, both verbally and in writing, about her and her guests' behaviour, to no avail. Copies of these written warnings were provided into evidence at the hearing.

6. The Landlord's Witness DB testified that:

- a) She lives next door to the Tenant's unit;
- b) She submitted a written complaint about the Tenant's activities of October 23, 2025 to the Landlord. A copy of this emailed complaint was submitted into evidence and DB verified its accuracy;
- c) On October 23, 2025, there was loud music playing, fighting in and around the Tenant's rental unit and constant foot traffic in and out of the Tenant's rental unit;
- d) She was concerned for her safety as a result of these activities; and
- e) She needs to have a fan on all of the time to counteract the cigarette smoke coming from the Tenant's rental unit.

7. The Landlord's Witness DF testified that:

- a) She lives in the same building as the Tenant;
- b) She submitted a written complaint about the Tenant's activities of October 24, 2024 to the Landlord. A copy of this emailed complaint was submitted into evidence and DF verified its accuracy;

- c) She observed a lot of noisy foot traffic in and out of the Tenant's rental unit; and
- d) She observed the Tenant's boyfriend locking her out of the rental unit on October 24, 2025, with associated noise and disturbances.

Tenant's Evidence

8. The Tenant testified that:

- a) She only smokes on the balcony and not in the rental unit itself. She did not realize that the balcony was considered part of the rental unit and has stopped smoking there;
- b) She denies there being frequent foot traffic in and out of her rental unit; and
- c) She blames her former boyfriend for the disturbances that the other tenants have complained about. She recently broke up with him and has been trying to live quietly.

Applicable Law

9. The first N5 notice was served under section 64 of the Act which states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

10. The second N5 notice was served under section 68 of the Act which states:

68 (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) a notice of termination was given to the tenant under section 62, 64 or 67; and
- (b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61(1) and that involves an illegal act, trade, business or occupation described in clause 61(2)(a).

Analysis

11. I am satisfied, on a balance of probabilities, that the Tenant and/or her guests substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another tenant by smoking in the rental unit and causing noise and physical disturbances at the residential complex.

12. The Landlord submitted into evidence copies of communications with the Tenant, warning her of the consequences of her continuing the complained of behaviour.
13. The Landlord's Witnesses provided clear and cogent testimony about the disturbances that formed the basis for the allegations made in the second N5 and described the effects these disturbances had on their enjoyment of the residential complex. They also provided testimony supporting the claim that this behaviour was frequent and long-standing.
14. The Tenant admitted that the disturbances described in the N5 Notices were mostly accurate, but not her fault, placing the blame on her former boyfriend and his associates.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

16. The Landlord requested a termination of the tenancy due to the ongoing disruption being caused by the Tenant and/or her guests' behaviour.
17. The Tenant requested a conditional order in order to preserve her tenancy. She indicated that she is trying to turn her life around and that now that her boyfriend is out of the picture, the behaviour being complained of by other tenants should stop.
18. The Act is remedial in nature. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("Matthews"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
19. The Court of Appeal for Ontario's reasons in *Matthews* are consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
20. Therefore, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
21. As such, 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. I accept the Tenant's testimony that she is working hard to adjust her behaviour and that she has taken steps to ensure that any guest-caused problems are minimized.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below during the period May 7, 2026 to May 6, 2027:
 - a) The Tenant shall not cause any excessive noise (yelling, banging, door slamming) or disturbances (fighting, other altercations) on the residential complex; and

- b) The Tenant shall not smoke in the rental unit, including the balcony, and shall abide by the rules regarding smoking on the residential complex.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Curtis Smith
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.