



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2835977 Ontario Inc. v Simpson, 2026 ONLTB 37566

Date: 2026-05-15

File Number: LTB-L-007898-26

In the matter of: 5, 148 GLENLAKE AVE
TORONTO ON M6P1E7

Between: 2835977 Ontario Inc. Landlord

And

Shaqueal Simpson Tenant

2835977 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shaqueal Simpson (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 May 7, 2026. The Landlord's Agent, Brittany Andreychuk, and the Landlord's Representative, Anthony Corso, attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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 tenancy shall terminate on May 26, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant was required to pay the Landlord \$6,930.56 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026, to May 7, 2026, less any amounts already paid by the Tenant to the Landlord.

4. Based on the monthly rent, the daily compensation is \$101.92. This amount is calculated as follows: \$3,100.00 x 12, divided by 365 days.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$3,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$41.91 is owing to the Tenant for the period from September 15, 2025, to May 7, 2026.
7. On January 19, 2026, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant had unlawfully offered the rental unit as a short-term rental on Airbnb without authorization and in direct violation of her lease agreement.
8. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenant continued to advertise the rental unit on the Airbnb website on January 27, 2026. 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 states the rental unit is a condominium is a brand-new development with only ten units. Another occupant of the building complained that individuals, who were not the Tenant, had been unlawfully parking in spaces belonging to lawful occupants/tenants of the building, and that the Tenant was renting the unit as a short-term rental on Airbnb.
10. The Landlord submitted into evidence copies of various advertisements found on the Airbnb website. She is familiar with the layout of the rental unit and confirmed the advertisement was the rental unit. The unit is being rented for \$200.00 - \$250.00 each night. The rental unit remained on Airbnb as recently as April 28, 2026.
11. The Landlord explains that not only is the Tenant in breach of her tenancy agreement which explicitly states that the rental unit cannot be used as a short-term rental, the Tenant's conduct has caused other issues. Other lawful occupants of the building are having to deal with their parking spaces being taken and the Landlord has had to pay for towing. There have also been complaints about loud guests and parties owing to Airbnb guests. Finally, the Landlord, who owns the building, has financing through the Canadian Mortgage and Housing Corporation, and their funding agreement prohibits short-term rentals.
12. The Landlord also submitted multiple reviews from Airbnb guests ranging from December 2025 to April 2026. The site indicates that the rental unit has "50 reviews." The Landlord says this demonstrates that at least 50 people have stayed in the rental unit that she knows of which compromises the safety of the other occupants in the complex. The building uses a numerical keypad entry which presumably has been given out to countless Airbnb guests.
13. Given the Landlord's evidence, I am satisfied that the Landlord has proven that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. A reasonable tenant knows, or ought to know, that they must abide by the terms of their rental agreement and that this is not the intended purpose of the rental unit. Further, a reasonable tenant knows, or ought to know, that

renting to multiple individuals in this manner disregards the safety and comfort of the other occupants in the building.

14. 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. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance. The Landlord is not aware of any reason to delay or deny the eviction.
15. Given that the Tenant did not cease to advertise the rental unit even after receiving the N5 notice of termination, I am not of the view that a conditional order is appropriate in the circumstances. I have also considered that if the Tenant does not actually live at the rental unit that an extended termination date is not appropriate.

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 26, 2026.
2. If the unit is not vacated on or before May 26, 2026, then starting May 27, 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 27, 2026.
4. The Tenant shall pay to the Landlord \$6,930.56, which represents compensation for the use of the unit from March 1, 2026 to May 7, 2026, less any amounts already paid by the Tenant to the Landlord.
5. The Tenant shall also pay the Landlord compensation of \$101.92 per day for the use of the unit starting May 8, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$3,141.91 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Jane Dean
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 November 27, 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.