



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-010175-26

In the matter of: 208, 3262 SANDWICH ST
WINDSOR ON N9C1A8

Between: Skyline Real Estate Holdings Inc., c/o Skyline Living Landlord

And

Amber Lewis Tenant

Skyline Real Estate Holdings Inc., c/o Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Amber Lewis (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 13, 2026.

Only the Landlord's Agent, Shannon Keikens, attended the hearing.

As of 10:32 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. Therefore, the tenant shall vacate the rental unit on or before June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On January 13, 2026, the Landlord gave the Tenant an N5 notice of termination by placing it under the Tenant's door with a date of termination of February 9, 2026. The notice of termination contains the following allegations and are summarized below:
 1. That on November 13, 2025, the Landlord conducted a routine fire inspection and that they were unable to walk into the rental unit due to the strong odor of cat and dog urine.
 2. That on November 28, 2025, the resident manager and a contractor were walking past the rental unit and that they were overwhelmed by scents of "dog urine, cat urine, and general uncleanliness".
 3. That on December 15, 2025, the resident manager attended the rental unit and had to leave the rental unit to avoid vomiting due to the smell of pet urine, feces, and unclean pets.
 4. That on December 15, 2025, the Landlord received a complaint from another tenant regarding unbearable odors emanating from the Tenant's unit, that are now present in their own rental unit.
4. Section 64(3) of the *Residential Tenancies Act*, 2006 (the 'Act'), provides that the first N5 Notice of Termination is voided if the Tenant stops the conduct or activity within seven days of receiving the notice or corrects the omission complained of. In this case, the first voidable N5 Notice was served on January 13, 2026, meaning the 7-day voiding period ran until January 20, 2026.
5. The Landlord provided into evidence inspection reports in support of the allegations contained in paragraph 3 concerning the overwhelming cat and dog urine smell from the Tenant's rental unit. The Landlord also supplied a copy of the incident report dated December 15, 2025, of another tenant complaining of the cat and urine smell and that the smell was emanating in her own rental unit.
6. On January 20, 2026, the resident manager attended the rental unit for an inspection and noted that the smell of cat and dog urine and feces was still present. The litter boxes were caked in urine, and feces were found on the floors. The Landlord provided pictures in support of those allegations as well as a letter from the resident manager.
7. Although January 20, 2026, is on day 7 of the 7-day voiding period, this does not necessarily mean this is fatal to the application. I do not believe that from the time the Landlord attended the rental unit on January 20, 2026, to midnight, that the Tenant would have been able to have the rental unit cleaned and the odor issue resolved. Therefore, I find that it is more likely than not that the Tenant did not clean up the unit and stop the odor within the 7-day voiding period.
8. The Landlord indicates that the day prior to the hearing, the Landlord conducted a bi-annual inspection and the smell remained unbearable, and that urine and feces were still located all over the rental unit. Animal services were dispatched and one dog was removed from the rental unit.
9. As such, based on the uncontested evidence before me, I accept on the balance of probabilities that the Tenant has substantially interfered with another tenant's and the

Landlord's reasonable enjoyment of the residential complex and the Landlord's lawful rights, privileges, or interests by allowing her pets to urinate and defecate inside the rental unit causing an unbearable odor.

Daily Compensation and Application Filing Fee

10. The Landlord is withdrawing their claim for daily compensation.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

12. The Landlord's Legal Representative requested an extended termination date of June 30, 2026. On April 1, 2026, the Tenant requested to terminate the tenancy effective June 30, 2026 and that request was accepted by the Landlord. The Landlord submits that the smell of the urine and feces have not been rectified and continually got worse over time, and right up to the day before the hearing, pet feces were located throughout the rental unit.
13. The Landlord's Legal Representative indicates that the Tenant is 26 years old and lives in the rental unit alone. The Tenant did not attend the hearing, therefore I did not have the opportunity to hear the evidence regarding the Tenant's circumstances or to dispute the Landlord's application for an eviction order.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Paula West Oreskovich
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 January 1, 2027 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.