



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

File Number: LTB-L-008702-26

In the matter of: 802, 75 BOLD ST
HAMILTON ON L8P1T7

Between: 6965083 Canada Inc. c/o BentallGreenOak
(Canada) LP Landlord

And

David Hirsh Tenant

6965083 Canada Inc. c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict David Hirsh (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.

The Landlord's Legal Representative, Preston Haynes, and the Landlord's Agent, Kelly Grant, attended the hearing.

As of 9:42 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 must 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 (N5 Notice)

3. On December 9, 2025, the Landlord gave the Tenant a first, voidable N5 Notice in person with a date of termination of December 31, 2025. The first N5 Notice alleges the Tenant substantially interfered with another tenant's and the landlord's reasonable enjoyment of the residential complex, lawful rights, privileges, or interests and contained the following allegations which are summarized below:
 1. That as per the lease agreement, the Tenant is responsible to pay for their own electricity.
 2. That on June 19, 2025, the Tenant was running an extension cord from the Tenant's rental unit to the hallway of the residential complex, plugged into the building's power supply.
 3. That on November 26, 2025, the Tenant was running an extension cord from the balcony of the Tenant's rental unit and plugged into an electrical outlet inside the vacant rental unit located next to the Tenant's.
4. The Landlord's Agent provided testimony surrounding the allegations as contained in the first N5 Notice. In accordance with s. 64(3) of *Residential Tenancies Act, 2006* (the 'Act'), the Tenant had an opportunity to void the N5 Notice within the 7 days from being served, from December 10, 2025 to December 16, 2025. The Landlord's Agent indicated the Tenant voided the first N5 Notice. I am satisfied that the first N5 Notice was properly served and complies with s. 64 of the Act and as such, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.
5. On January 27, 2026, the Landlord gave the Tenant a second N5 Notice by placing the document under the Tenant's door with a date of termination of February 12, 2026. The notice of termination indicates that the Tenant 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 and contains the following allegations that are summarized below:
 1. That on January 20, 2026, during an inspection of unit 803 (vacant unit) which is located next to the Tenant's rental unit, the Landlord's employee found an extension cord plugged in from unit 803 which led out the balcony door and into the Tenant's window. The Landlord's employee unplugged the extension cord and the Tenant entered unit 803 and admitted to the employee that he climbed across the balcony to access the electricity in that rental unit.
6. The Landlord's Agent provided into evidence the lease agreement that shows the Tenant is responsible to pay for and set up their own electricity.
7. The Landlord's Agent provided pictures in relation to the January 20, 2026 inspection showing an orange extension cord plugged into the wall inside the vacant unit 803 that ran from the sliding glass door along the balcony and into the Tenant's rental unit window. The Landlord's Agent indicated the Tenant would have had to access unit 803 by climbing over the balcony which is very dangerous, then breaking into unit 803 by removing the fixed panel holder and the clips from the sliding balcony door. The Tenant admitted to the

Landlord on January 20, 2026, that he is the one who ran the extension cord to the empty unit next door to access electricity.

8. The Landlord's Agent indicated the Tenant did have electricity at one point, but to her knowledge the Tenant was not paying his electricity and the electricity was cut off.
9. Based on the uncontested evidence before me, I am satisfied that the Tenant is responsible for having his own electricity in accordance with the lease agreement and has failed to do so. Because he does not have his own electricity, the Tenant is stealing the Landlord's electricity by breaking into the rental unit next door and using the electricity from that unit. I am also satisfied the Tenant uses the hallways electrical outlets for his own use. Therefore, I am satisfied that the Tenant's conduct substantially interfered with the Landlord and another tenant's reasonable enjoyment of the residential complex and that the Tenant's conduct interferes with the lawful right, privilege or interest of the Landlord.

Daily compensation

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

Relief from Eviction

11. The Landlord is requesting a standard 11-day eviction order. The Landlord indicates since the application has been filed, the Tenant continues to use the electrical outlets in the hallway of the residential complex to charge his items. The Landlord is concerned for other tenants as this can be a tripping hazard. The Tenant continues to use the Landlord's electricity and still does not have any electricity in his rental unit, which goes against the terms of his lease agreement. The Landlord is concerned that the Tenant running extension cords from his unit to the hallway and to the next-door unit can be a fire and safety hazard as well as dangerous as the Tenant has to climb over the railing to access the next door unit.
12. Although this was not contained in the N5 Notice, the Landlord is concerned of a further safety issue because on May 1, 2026, an inspection of the Tenant's rental unit showed that the Tenant dismantled and removed the smoke alarm. During the same inspection, the Tenant was storing food on the balcony.
13. The Tenant did not attend the hearing to provide evidence of their personal circumstances and the Landlord's Legal Representative was unaware of any specific circumstances of the Tenant that would suggest I ought to delay eviction other than the Tenant lives alone in the rental unit, is approximately 40 years of age, and has lived in the rental unit since June 1, 2023.
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, to afford the Tenant more time to find a rental unit.

15. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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.