



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

File Number: LTB-L-107464-25

In the matter of: BASEMENT, 1614 QUAIL RUN DR
OSHAWA ON L1K0L9

Between: Joelle Nounang Landlord

And

Elijah Mackey Tenants
Michelle Saenz

Joelle Nounang (the 'Landlord') applied for an order to terminate the tenancy and evict Elijah Mackey and Michelle Saenz (the 'Tenants') 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 a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

This application was heard by videoconference on March 30, 2026.

Only the Landlord and their Legal Representative, Karen Byfield, attended the hearing.

As of 10:10 a.m., the Tenants were 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 in the application. Therefore, the tenancy between the Landlord and the Tenants will terminate.

2. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On November 17, 2025, the Landlord served the Tenants with a N5 Notice alleging that, on or about May 2, 2025, the Tenants substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests due to the excessive clutter, garbage, and unsafe conditions on the porch and backyard of the rental unit.
4. Section 68(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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).
5. Pursuant to section 68(1) of the Act, the Landlord served the Tenants with a second N5 Notice on December 11, 2025. The Landlord's application is based on the second N5 Notice. Accordingly, the Landlord need not prove the truthfulness of the allegations in the first N5 Notice, only that it is valid and meets the statutory requirements contained in section 64 of the Act. I am satisfied that it does.
6. The Landlord provided oral evidence along with photos to support the allegations contained in the first N5 notice and said that the contents of the notice were true and accurate.
7. In the second N5 Notice, the Landlord provided details regarding an incident that occurred on November 23, 2025, at approximately 1:00 p.m., when the Landlord entered the unit, after providing a 24-hour notice of entry the day prior for the purpose of repairing a faucet, and found that the Tenants unit had excessive clutter, garbage, and clothes, which were blocking access to the faucet, and also found unsafe conditions throughout the rental unit.
8. The Landlord provided oral testimony that on November 23, 2025, when she entered the rental unit, there was excessive garbage and clutter in the rental unit, which blocked access to repair the faucet. The Landlord submitted several photos of the rental unit to support her testimony.
9. The Landlord testified that the issues inside the rental unit have not been resolved to the date of the hearing. The Landlord provided a photo of the unit which was taken on or about March 22, 2026, which reflected that the conditions inside the Tenant's unit had worsen since November 2025, with additional excessive garbage and clothes stacked in the rental

unit. The Landlord's evidence was consistent that the state of uncleanliness in the unit continues.

10. As already mentioned, the Tenants did not attend the hearing to dispute the allegations contained in the notice or the Landlord's application for an eviction order.
11. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenants have failed to maintain an ordinary state of cleanliness within the rental unit due to the state of clutter that was in the unit when the notice was given and by doing so, the Tenants have substantially interfered with the Landlord's reasonable enjoyment of the of the rental unit and residential complex and the Landlord's rights privileges and interests.

N7 Notice of Termination - Serious Impairment of Safety and Inconsistent Use

12. At the hearing, the Landlord's legal representative submitted that they were no longer proceeding with the N7 Notice in the application and only on the N5 Notice for substantial inference.

Relief from eviction

13. The issue to be determined is whether, notwithstanding the breaches of the Act, it would be unfair in all the circumstances to grant relief from eviction.
14. The Landlord requested a standard order terminating the tenancy.
15. The Landlord said the state of the units continues to decline and she has safety concerns about the clutter and the state of the unit.
16. The Tenant was not present to submit their circumstances for the Board to consider that may cause the Board to delay or deny the eviction.
17. 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. Due to the issuance date of this order, the Tenant has already been given some relief.

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 6, 2026.
2. If the unit is not vacated on or before June 6, 2026, then starting June 7, 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 June 7, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.

6. If the Tenant does not pay the Landlord the full amount owing on or before June 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 7, 2026 at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Colette Myers
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 December 7, 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.