



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005600-26

In the matter of: UNIT 40, 216 COPPER ST
SUDBURY ON P3E6E8

Between: ISLES OF INNISFREE NON-PROFIT HOMES INC. Landlord

And

MARSHAL KALYNCHUK Tenant

ISLES OF INNISFREE NON-PROFIT HOMES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MARSHAL KALYNCHUK (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes ('the L1 Application').

The Landlord also applied for an order to terminate the tenancy and evict 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 L2 Application')

The Landlord claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on May 11, 2026.

Only the Landlord's legal representative, John Cramer, attended the hearing.

As of 10:29 AM, 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:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$706.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$23.21. This amount is calculated as follows: \$706.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,484.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$850.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Substantial Interference

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated effective June 2, 2026. The Tenant must vacate the rental unit on or before that date.

Landlord's evidence

10. On November 27, 2025, the Landlord served the Tenant with an N5 notice of termination with a termination date of December 23, 2025. The notice of termination was delivered by mail and was deemed served on December 2, 2025.
11. The notice alleges that the Tenant substantially interfered with the reasonable enjoyment of the residential complex by another tenant and/or with the Landlord's lawful rights, privileges, or interests. Specifically, it alleges that on various dates between May 4, 2025, and October 29, 2025, the Tenant or the Tenant's guests violated the building's smoking policy by smoking in common areas, and that the Tenant permitted individuals to enter the building and sleep in common hallways. The notice further alleges that the Tenant terminated direct payment from ODSP for hydro utilities and advised the utility provider that he was moving, resulting in the Landlord paying \$994.38 toward the Tenant's utility charges.
12. Under subsection 64(3) of the Act, the notice is void if the Tenant, within seven days of receiving it, stops the conduct or corrects the omission.
13. In this case, the seven-day voiding period ran from December 3 to 9, 2025.
14. To void the notice, the Tenant was required to:
 - refrain from smoking, and ensure that guests or invitees did not smoke, in common areas of the residential complex;

- not permit individuals to enter the complex to sleep anywhere other than inside a unit; and
 - Pay utility arrears of \$994.38.
15. The Landlord submitted a copy of the lease agreement signed by the Tenant on February 1, 2024. Clause 19 of Schedule A provides that the building is smoke-free and prohibits smoking in common areas (including meeting rooms, hallways, and laundry rooms). The lease also specifies that charges for heating, hydro, hot water tank rental, and natural gas are not included in the rent and are the Tenant's responsibility.
 16. The Landlord submitted security surveillance footage dated December 6, 2025. The Landlord's legal representative identified the individual in the video as a known guest of the Tenant. The video shows the individual smoking in the entrance vestibule and extinguishing a cigarette on the entryway carpet.
 17. The Landlord submitted additional surveillance footage dated December 9, 2025. The Landlord's legal representative identified the individual as another known guest of the Tenant. The video shows the individual engaging in what appears to be drug-smoking activity in the entrance vestibule.
 18. The Landlord's legal representative submitted that the Tenant has not reimbursed the Landlord for the utility arrears.
 19. Based on the uncontested evidence and on a balance of probabilities, I find that the Tenant or the Tenant's guests substantially interfered with the reasonable enjoyment of other tenants by smoking in common areas of a non-smoking residential complex. I further find that the Tenant's failure to pay hydro utilities, as required under the lease, substantially interfered with the Landlord's lawful rights, privileges, or interests.
 20. I am satisfied that the Tenant did not void the N5 notice. The Tenant failed to reimburse the Landlord for the hydro arrears, and the evidence establishes that the Tenant's guests continued to smoke in common areas during the voiding period. Accordingly, the Landlord has proven the grounds for eviction.

Non-Payment of utilities

21. The Landlord submitted an accounting ledger for the Tenant's unpaid hydro charges to Greater Sudbury Hydro Inc. (GSU) for the period from January 22, 2025, to April 22, 2026, along with supporting billing statements
22. Based on this uncontested evidence, I find the Tenant owes the Landlord \$1,019.91 for unpaid hydro utilities.

Relief from Eviction

23. The Landlord's agent was not aware of any circumstances of the Tenant that should be considered relative to whether eviction should be delayed or denied.

24. 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.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 2, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing, the amount owing to the Landlord for unpaid hydro utilities and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes rent arrears of \$399.31 to the Landlord.
4. The Tenant shall also pay the Landlord \$1,019.91 for the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement
5. The total amount the Tenant owes the Landlord for rent arrears up to May 11, 2026, plus costs incurred by the Landlord for payment of utilities, plus the cost of filing the application is \$1,605.22. *See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$23.21 per day for the use of the unit starting May 12, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 2, 2026, then starting June 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 3, 2026.

May 22, 2026
Date Issued

Melissa Anjema
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 expires on December 3, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must as the tenancy is terminated

Rent Owing To Hearing Date	\$2,883.31
Application Filing Fee	\$186.00
Unpaid Utilities	\$1,019.91
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,484.00
Total amount owing to the Landlord	\$1,605.22
Plus daily compensation owing for each day of occupation starting May 12, 2026	\$23.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	