



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

File Number: LTB-L-006746-26

In the matter of: Unit 3, 188 ANNETTE ST
TORONTO ON M6P1P6

Between: Teresa Szwecz Landlord

And

Delia Trube Tenant
Paul Benton

Teresa Szwecz (the 'Landlord') applied for an order to terminate the tenancy and evict Delia Trube and Paul Benton (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

This application was heard by videoconference on May 21, 2026.

Only the Landlord, and the Landlord's witness, Ruby Kusano, attended the hearing.

As of 9:38 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of June 6, 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 23, 2026, the Landlord gave the Tenant a first, voidable N5 notice of termination. As a result, the Landlord was entitled to serve a second non-voidable N5 notice pursuant to s.68 of the *Residential Tenancies Act, 2006* (the "Act"). The N5 notice of termination outlined a number of incidents including December 11, 2025, at approximately 11 pm, noise is unbearable, constant stomping on floors and repeatedly knocking over heavy objects, dogs barking and very loud music playing. December 12, 2025, at approximately 12:45 p.m. loud music playing until 2:30 a.m. and then started up again at 6:45 a.m. On January 21, 2026, at approximately 11:30 p.m. banging noises could be heard in the rental unit, January 22, 2026, at approximately 2:00 a.m. constant dragging of furniture across the floor and stomping noises. January 23, 2026, 1:45 a.m. dog barking and stomping noises.
4. Pursuant to subsection 68(1)(b) of the Act, on February 6, 2026, the Landlord served the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: On February 5, 2026, at approximately 4:00 a.m. the Tenant created excessive noise by slamming doors and moving furniture, which disturbed the occupant of Unit #2. The notice further alleges that the disturbance continued into the morning, resulting in the occupant of Unit #2 being unable to sleep and experience ongoing stress.
5. Section 64 of the Act provides that a notice of termination under these provisions must: (i) provide a notice of termination not earlier than the 20th day after the notice is given; (ii) set out the grounds for termination; and, (iii) require the tenant within seven days, to stop the conduct or activity or correct the omission set out in the notice. In the event a tenant voids the first N5 Notice, subsections 68(1) and (2) permits a landlord to deliver to a tenant a second N5 Notice with a termination date that shall not be earlier than the 14th day after the notice was given.
6. I am satisfied that both the first and second N5 Notices issued to the Tenant were procedurally valid and complied with section 64 of the Act.

Substantial Interference

Landlord's witness evidence

7. The Landlord's witness, Ruby Kusano (RK) a long-term occupant of Unit 2, testified that she has resided in the residential complex for approximately 19 years and had not previously made complaints about other tenants. She testified that since the Tenant in Unit 3 moved in, she has experienced ongoing disturbances caused by excessive noise, including yelling, stomping, and the movement of furniture during late night and early morning hours.
8. RK testified that these disturbances have negatively affected her ability to sleep and that the issue has persisted since December 2025, when the Tenant moved in. She further testified that she reported the disturbances to the Landlord on multiple occasions by way of text messages and email, including communications dated January 23, February 5, February 26, and May 12, 2026, copies of which were filed in evidence.

Landlord evidence

9. The Landlord testified that she received multiple complaints from tenants concerning noise originating from the Tenant's unit. The Landlord encouraged tenants to document and report incidents, and received written complaints on April 16, April 21, and May 11, 2026, which were also filed in evidence.
10. The Landlord testified that the Tenant's conduct was ongoing and had escalated over time, affecting multiple occupants within the 5-plex residential complex.
11. Based on the uncontested evidence before me, I find that the Tenant engaged in persistent conduct, including excessive noise during late night and early morning hours, that substantially interfered with the reasonable enjoyment of other tenants in the residential complex.
12. I accept the evidence of the Landlord and the Landlord's witness, which was consistent, detailed, and supported by contemporaneous complaints. The evidence establishes that the disturbances were ongoing and not isolated incidents.
13. I find that the conduct described in the second N5 notice occurred and that the Tenant has, in the period following the first N5 notice, substantially interfered with the reasonable enjoyment of other tenants, contrary to s. 64 of the Act.
14. As this is a second N5 notice issued under s. 68 of the Act, the Tenant does not have an opportunity to void the notice.

Daily compensation, NSF charges, rent deposit

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

16. The Landlord was seeking termination of the tenancy by way of a standard 11-day order, due to the ongoing noise complaints in the Tenant's rental unit.
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. The Tenant did not attend the hearing and therefore did not provide any evidence or submissions in response to the Landlord's application or in support of relief from eviction.

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

Teresa Hunt
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.