



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089727-25

In the matter of: 211, 454 LANCASTER ST W
KITCHENER ON N2H4V9

Between: Kitchener Housing Inc. Landlord

And

Tony Henry Tenant

Kitchener Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tony Henry (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 April 29, 2026.

Only the Landlord's Agent, Macy Maclean and the Landlord's Legal Representative, Ana Cvijanovic attended the hearing.

As of 12:37 p.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 and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 9, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleges that on September 25, 2025, the Landlord conducted an inspection of the rental unit and discovered that the Tenant has failed to maintain the rental unit in a

state of ordinary cleanliness. The Landlord observed food garbage strewn about, maggots, dark stains throughout the unit, garbage and clutter piled on floors and surfaces throughout the unit and cigarette butts strewn about the unit. The Landlord also submits that the Tenant is smoking in the unit contrary to the terms of their lease agreement.

4. The Landlord's Agent, Macy Maclean ('MM') is the operations manager for the Landlord. MM testified that on September 25, 2025 she entered the rental unit with police officers to conduct a wellness check and observed the unit in a poor state of cleanliness. MM testified she observed garbage and personal items piled on floors and surfaces and food, garbage, maggots and cigarette butts throughout the unit.
5. MM testified that the unit is a smoke-free building and that the Tenant's smoking was contrary to their lease agreement, which states the following:

The Tenant, all other occupants of the Lease Premises, the Tenant's Guests and business invitees shall not smoke or hold lit tobacco or similar products in the Lease premises, including the balcony, patio or other areas specifically included in this Lease. Smoking is only permitted outdoors at a distance of not less than five metres away from window, entrances or exits to the Residential Complex.

6. In the absence of any evidence to the contrary, I am prepared to draw an inference based on the fact that there were cigarette butts scattered throughout the rental unit that either the Tenant or their guests or occupants have smoked in the rental unit contrary to their lease.
7. MM testified that she conducted a follow-up inspection on December 12, 2025 and observed that conditions had worsened since the prior entry on September 25, 2025.
8. MM testified that despite regular communication with the Tenant, the rental unit remains in a state of poor cleanliness and the Tenant or someone invited into the rental unit by the Tenant continues to smoke in the rental unit as evidenced by the presence of cigarette butts throughout the unit.
9. Based on the inspection on December 12, 2025, I am satisfied that the Landlord found cigarette butts and am satisfied that the Tenant didn't void the N5 notice by returning the rental unit to a state of ordinary cleanliness and ceasing smoking in the rental unit.
10. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination by cleaning the rental unit or ensuring that neither the Tenant nor their occupants or guests smoke within the rental unit. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
11. The Tenant was required to pay the Landlord \$5,181.00 in daily compensation for use and occupation of the rental unit for the period from November 16, 2025 to April 29, 2026.
12. Based on the monthly rent, the daily compensation is \$31.40. This amount is calculated as follows: \$955.00 x 12, divided by 365 days.

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$229.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$46.02 is owing to the Tenant for the period from May 1, 2015 to April 29, 2026.
15. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. 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. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 8, 2026.
2. If the unit is not vacated on or before June 8, 2026, then starting June 9, 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 9, 2026.
4. The Tenant shall pay to the Landlord \$5,181.00, which represents compensation for the use of the unit from November 16, 2025 to April 29, 2026.
5. The Tenant shall also pay the Landlord compensation of \$31.40 per day for the use of the unit starting April 30, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$275.02 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$5,091.98.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Christopher Lin
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 November 19, 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.