



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rozumek v Stevens, 2026 ONLTB 42738

Date: 2026-05-29

File Number: LTB-L-003379-26

In the matter of: 501 SILVERTHORN AVE
YORK ON M6M3H8

Between: Arthur Rozumek
Lin Rozenszajn

Landlords

And

Selena Stevens

Tenant

Arthur Rozumek and Lin Rozenszajn (the 'Landlords') applied for an order to terminate the tenancy and evict Selena Stevens (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 Landlords or another tenant

This application was heard by videoconference on April 22, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant vacated the rental unit on April 19, 2026. Accordingly, the Landlords' request for termination of the tenancy and eviction is moot.

Costs

3. The Landlord requested the Tenant be required to pay the application filing fee.
4. Rule 23 of the Board's Rules of Procedure in relation to costs provides:

23.1 If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as costs.

5. Pursuant to Rule 21.1, an applicant must be successful in their application to engage the discretionary award of costs. Therefore, despite the Landlord's request for termination of the tenancy and eviction being moot, a hearing was held on the merits to determine whether the Landlord is entitled to an order requiring the Tenant to pay the application filing fee.

Landlord's Evidence

6. The Landlord Arthur Rozumek testified that the Tenant was running an illegal business from the rental unit providing kennelling and dog care services.
7. The Landlord's evidence is that they performed a background check on the Tenant and discovered a business linked through her Facebook profile. The Tenant posted advertisements online and has a "Rover" profile.
8. The Landlord further testified that he observed two large dog crates in the rental unit despite the Tenant advising the Landlord that she does not have dogs. The Landlord also gave evidence that his father was working at the rental unit and observed dog dishes at the door.
9. The Landlord also believes that the Tenant's requirement to have two working showers despite only being one individual was also indicative of the Tenant running a kennel business from the rental unit.
10. The Landlord referenced a video submitted in relation to a separate LTB file wherein the Tenant is seen with two dogs in the rental unit and also submitted photographs of dog crates in the rental unit. The Landlord also submitted reviews relating to services provided by the Tenant.
11. The Landlord made submissions that local by-laws prohibit the Tenant from running a kennel, and the tenancy agreement also precludes running any business from the rental unit.

Tenant's Evidence

12. The Tenant testified that she had left the rental unit on November 16, 2025, and was not present "before, during, or after the activities".
13. The Tenant gave evidence that the Landlord was aware that the Tenant had a dog or two at the property and made submissions that the Landlord did not raise an issue until the Tenant filed a T1 and T6 application.
14. The Tenant also submits that the Landlord's evidence was lacking in relation to when the Tenant was alleged to have been running a kennel, and because the Tenant had left the unit on November 16, 2025, there was no behaviour to correct by the time the N5 notice was served.

Analysis

15. The Landlord served a first voidable N5 notice of termination pursuant to section 64 of the Act. Section 64(3) of the Act provides that a notice can be voided by the Tenant if, within seven days after receiving the notice, the Tenant stops the conduct or activity or corrects the omission.
16. Based on the evidence before me, I am not satisfied that the Landlord has proven the Tenant did not void the notice of termination within 7 days. The Tenant gave detailed testimony in relation to their whereabouts between November 2025 and April 2026, and I accept the Tenant's testimony that they were not present at the rental unit during the relevant voiding period.
17. The Tenant testified they left the rental unit in November and stayed in Mexico to enjoy a less expensive cost of living. The Tenant returned on December 26 to pick up her car from the rental unit and then went to stay with a friend in Stouffville. The Tenant left their friends residence on January 5 and stayed in Paris, Ontario, and in AirBNB's until January 18, at which time the Tenant returned to Mexico.
18. The Tenant could not have been operating a kennel at the rental unit during the voiding period and the only evidence of the Tenant operating a business during this time is the Tenant's active "Rover" listing/advertisements. I am not satisfied that the Tenant's active Rover listing is sufficient to prove, on a balance of probabilities, that the Tenant was operating a kennel or business from the rental unit during the seven-day voiding period.
19. Accordingly, the Landlords did not prove the allegations on a balance of probabilities and the application is dismissed. The Landlords are therefore not entitled to the application filing fee.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of April 19, 2026.
2. The Landlord's application is dismissed.

May 29, 2026
Date Issued

Kyle McGraw
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.