



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

File Number: LTB-L-003578-26

In the matter of: 606, 20 SUSSEX ST S
LINDSAY ON K9V5A8

Between: KLH Housing Corp. [KLHHC] Landlord

And

Miranda Szczepaniak Tenant

KLH Housing Corp. [KLHHC] (the 'Landlord') applied for an order to terminate the tenancy and evict Miranda Szczepaniak (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 March 26, 2026.

Only the Landlord's Legal Representative Caroline Smith attended the hearing.

As of 9:48 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, for the reasons that follow, I find it reasonable in the circumstances to provide the Tenant with conditional relief from eviction.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 3, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

4. On November 27, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination alleged Tenant or the Tenant's guests substantially interfered with the Landlord's or other tenants' reasonable enjoyment, or with another lawful right, privilege or interest, by smoking in the common areas of the residential complex.
5. It is the Landlord's evidence that smoking is not permitted in the common areas of the residential complex. The Landlord's Legal Representative submitted that this restriction is set out in the Tenant's lease and that signage is posted throughout the building advising that smoking is not permitted in the common areas. The Landlord's evidence is that community housing workers had previously spoken to the Tenant about this issue, but the conduct continued.
6. The Landlord's witness Ashley Swanton (AS) testified that the Tenant and the Tenant's guests were observed smoking in the hallway and common areas of the residential complex on November 20, 2025, on two occasions, and again on November 27, 2025. The Landlord relied on still photographs from CCTV footage, attached to the second N5 notice, showing the Tenant and the Tenant's guests smoking in the hallway. I accept the Landlord's undisputed evidence and find, on a balance of probabilities, that the Tenant, an occupant of the rental unit, or a person permitted in the residential complex by the Tenant smoked in the common areas of the residential complex. I find that this conduct substantially interfered with the Landlord's lawful right, privilege or interest in enforcing the rules of the residential complex and maintaining smoke-free common areas.
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.

Relief from eviction

9. The Landlord requested a conditional order rather than immediate termination of the tenancy. The Landlord asked that the Tenant and the Tenant's guests be prohibited from smoking of any kind in the common areas anywhere inside the residential complex. The Landlord also asked that the Tenant be required not to allow anyone on the Landlord's trespass list, as provided to the Tenant by the Landlord, into the residential complex at any time. The Landlord requested that these conditions be enforceable for 12 months.
10. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. For 12 months from the date of this order, the Tenant, any occupant of the rental unit, and any person the Tenant permits in the residential complex shall not smoke anything, including but not limited to tobacco, cannabis, or vaping products, in any common area inside the residential complex.
3. For 12 months from the date of this order, the Tenant shall not allow any person who is on the Landlord's trespass list, as provided to the Tenant by the Landlord, to enter or remain in the residential complex at any time.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord \$186.00 owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026, at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Kyle Anderson
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.