



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: LAFLEUR v RICHER, 2026 ONLTB 42934

Date: 2026-06-02

File Number: LTB-L-012513-26

In the matter of: 48 LAKESHORE DR
FALCONBRIDGE ON P0M1S0

Between: MARC LAFLEUR Landlord

And

JUSTIN RICHER Tenant

MARC LAFLEUR (the 'Landlord') applied for an order to terminate the tenancy and evict JUSTIN RICHER (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

MARC LAFLEUR (the 'Landlord') also applied for an order requiring JUSTIN RICHER (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 27, 2026.

The Landlord, the Landlord's Witnesses, Monica Miles, Ryder Lafleur, Joanne Richer, and the Landlord's Legal Representative Katrina Eisenhour, the Tenant's Support Person Michaela Burns, the Tenant's Witnesses, Darlene Richer and Bruce Richer and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Landlord's application was preceded by a single N5 notice of termination, which was served on December 27, 2025, via personal service. The Landlord alleges that the Tenant did not void the N5 notice in totality, within the seven-day period permitted by subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').
4. The Landlord's allegations are, in part are as follows:
 - (i) On December 22, 2025, at approximately between 7:40 p.m. to 8:30 p.m., there was excessive and prolonged noise coming from the upper unit, which could be heard in the upper landing, hallway and very clearly throughout the entire lower unit for the duration, which substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and or lawful rights, privileges or interests.
 - (ii) On December 24, 2025, a lawnmower was thrown from the shared backyard area and caused to damage to the lawnmower and a call was placed to the police to note the time and date of the incident, and damages of \$200.00 were sought by the Landlord for the same, as the Tenant had willfully or negligently damaged the property.
5. The Landlord's Legal Representative's submissions confirmed that the damages section of the N5 notice were voided as the Tenant paid the \$200.00 within the 7-day period, which was acknowledged by the Tenant in his oral testimony.
6. The Tenant testified that he voided the N5 notice, by correcting the behaviour and activities complained about by the Landlord and the other tenants and the evidence of this would be that he did not receive any further noise complaints from the Landlord for the period of 7 days after being served the N5 notice. Moreover, he pointed to the evidence submitted by the Landlord's Legal Representative in Tab 3 of Exhibit 1 and the associated testimonies of the Landlord, and the Landlord's witnesses, which referred to and complained of further noise occurrences during a period of time from January 23, 2026 to May 11, 2026, which the Tenant testified were fabricated and or exaggerations in his opinion, but in any event fall outside the 7 day voiding period.
7. There is no evidence before me that the Tenant caused any further noise disturbances during the voiding period. Specifically, there was no oral or documentary evidence introduced during the Landlord's or the Landlord's Witnesses' testimonies or cross examinations to substantiate that noise disturbances continued during the voiding period.
8. As such, from the evidence provided, I am unable to find, on a balance of probabilities, that the Tenant did not void the notice by continuing noise disturbances, within the 7-day voiding period from when the notice was received.
9. I, therefore, find that the Landlord has failed to establish, on a balance of probabilities, that the actions of the Tenant, as detailed in the N5 notice, have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
10. I have considered all the contested evidence presented at the hearing and although I may not have referred to each piece of evidence or referenced all of the contested testimony, I have considered it when making my determinations.

11. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Landlord's L2 application is dismissed.

June 2, 2026
Date Issued

Panagiotis P. Roupas
Member, Landlord and Tenant Board

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