



## **Order under Section 69 / 88.2 Residential Tenancies Act, 2006**

**Citation:** Garcia Marco & Heredia Ayala v Irons, 2026 ONLTB 43005

**Date:** 2026-06-05

**File Number:** LTB-L-100330-25

**In the matter of:** Upper, 598 MAPLEDALE AVE  
LONDON ON N5X2B8

**Between:** Maria Del Carmen & Eduardo Garcia Marco & Heredia Ayala Landlords

**And**

Lauryn Elizabeth Irons Tenants  
Eurado Orlando Cornwall

Maria Del Carmen & Eduardo Garcia Marco & Heredia Ayala (the 'Landlords') applied for an order to terminate the tenancy and evict Lauryn Elizabeth Irons and Eurado Orlando Cornwall (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

The Landlords, represented by their legal representative, Anita Mann, and the Tenant, Lauryn Elizabeth Irons, attended the hearing.

### **Determinations:**

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On November 17, 2025, the Landlords gave the Tenants an N5 notice of termination. The notice of termination contains the following allegations: that the Tenants pay the outstanding utilities in the amount of \$258.13.
4. The Tenants did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Tenants paid the outstanding utilities on December 1, 2025. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. On December 9, 2025, the Landlords gave the Tenants an N5 notice of termination. The notice of termination contains allegations of patio furniture being required to move, and shared garage space and driveway space with the tenants who reside in the lower unit.
6. At the hearing the parties agreed that the lower tenants are no longer residing at the residential complex. Moreover, the Tenants indicated having moved their patio furniture shortly after the request was made by September 14, 2025.
7. The Landlords failed to prove on a balance of probability that the Tenants' behaviour related to the patio furniture, shared garage space and parking space has substantially interfered with another tenant's reasonable enjoyment of the residential complex and/or lawful rights, privileges or interests. I do not find that the lower tenants vacated as a result of the Tenants' actions.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Tenants failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
10. The Tenants paid the utilities on or about December 1, 2025.
11. 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 Landlords and the Tenants continues if the Tenants meet the conditions set out below.
2. For the period ending December 31, 2026, the Tenants shall pay heat, electricity and/or water costs that they are required to pay under the terms of the tenancy agreement.
3. If the Tenants fail to comply with the condition set out in paragraph 2 of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlords the full amount owing on or before June 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 17, 2026, at 4.00% annually on the balance outstanding.

**June 5, 2026**  
**Date Issued**

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Jeanie Theoharis  
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.