



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2758611 Ontario Inc. c/o GWL Realty Advisors Residential Inc. v Shen, 2026 ONLTB 43229

Date: 2026-06-01

File Number: LTB-L-012691-26

In the matter of: 2904, 185 ENFIELD PL
MISSISSAUGA ON L5B0R3

Between: 2758611 Ontario Inc. c/o GWL Realty Advisors Landlord
Residential Inc.

And

Xingyu Shen Tenants
Xi Cheng

2758611 Ontario Inc. c/o GWL Realty Advisors Residential Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Xingyu Shen and Xi Cheng (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 Landlord or another tenant

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 20, 2026. Only the Landlord's Legal Representative, Martin Zarnett, the Landlord's Agent's Hania Tompkins and Geoff Gilmore, the Landlord's Witness Anthony Caruso, and the Landlord's Legal Representatives student-at-law, Pavel Shetra, attended the hearing.

As of 1:43 p.m., the Tenants were 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 Tenants must move out of the rental unit on or before July 31, 2026.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Landlord's L2 application is based on two N5 notices.
4. On November 12, 2025, the Landlord served the Tenants with a voidable N5 Notice of Termination, which was deemed served on November 17, 2025, under section 64 of the Act for substantially interfering with the reasonable enjoyment of the residential complex and/or the Landlord's lawful rights, privileges or interests due to the Tenants not cleaning up after their dog defecated in the Landlord's Dog Park(N5 notice).
5. The N5 notice of termination stated a termination date of December 12, 2025, and alleged the following:
 1. The Tenants were sent warning letters on several occasions (3) regarding Bark Park Cleanliness concerns and reminding the Tenants to clean up after their dogs and not to interfere with the reasonable enjoyment of other tenants.
 2. On November 6, 2025, the Tenants' dog defecated in the Bark Park and the Tenants did not clean up after their dog.
 3. On November 10, 2025, the Landlord sent correspondence to the Tenants regarding a charge back for not cleaning up after their dog and reminded them again to clean up after their dog.

6. Subsection 64(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

7. Subsection 64(3) states that the notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.
8. The Landlord's Witness Geoff Gilmore (GG) testified that the Tenants did not void the N5 notice.
9. Pursuant to subsection 68(1)(b) of the Act, the Landlord served a second non-voidable N5 Notice of Termination (2nd N5 Notice).
10. Subsection 68(1) of the Act states that a:

A landlord may give a tenant notice of termination of the tenancy if,

- (a) a notice of termination was given to the tenant under section 62, 64 or 67; and

(b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61 (2) (a).

11. This section entitles the Landlord to serve a non-voidable N5 if there is another incident that occurs more than seven days but less than six months after the Landlord served the first N5 Notice.
12. The 2nd N5 Notice, which was deemed served on February 10, 2026, alleged that the Tenants had interfered with the reasonable enjoyment of the Landlord and other tenants regarding persistent loud dog barking, and jumping against the door emanating from the rental unit, on January 10, 2026, January 14, 2026, January 18, 2026 and on January 27, 2026 the Tenants pet had urinated on the 29th floor wall of the residential complex. Moreover, on January 15, 2026, the Tenants had been warned via correspondence that their and their pet's behaviour must not substantially interfere with the reasonable enjoyment of other tenants. The 2nd N5 Notice provided a termination date of March 5, 2026.
13. The Landlord's Agent, Geoff Gilmore (GG), who is employed as the property manager provided uncontested testimony at the hearing that the Tenants reside in the rental unit of the residential complex, and while the Landlord is a pet friendly residential complex, the Tenants dog has persistently disturbed the reasonable enjoyment of other tenants in the residential complex with their pets loud barking and jumping onto the inside of the rental unit front door on numerous occasions as outlined in the 2nd N5 notice, and which continues as of the date of this proceeding.
14. GG further testified that the Landlord has sent numerous correspondence to the Tenants regarding the issues, and the Tenants simply deny their pet is causing the issues. The Landlord's Legal Representative submitted complaint video evidence to corroborate loud barking noises and sounds of the dog jumping on the inside of the rental unit door as well as photographic evidence of the urine-stained wall outside the rental units front door which is alleged to have been caused by the Tenants' pet. GG further testified that there are man dogs and children in the residential complex and other than one other instance with another tenant, the Tenants pets are the only one other tenant have consistently complained about, and the Landlord has spoken to the Tenants on multiple occasions via correspondence and have received email from the Tenants denying their pet is causing the disturbances.
15. The Landlord's Witness, Anthony Caruso (AC), is another tenant in the residential complex who testified he lives right across the hall from the Tenants and the loud barking, dog crying and jumping onto the rental unit door at all hours during the day

when the Tenants are not at the rental unit greatly effects his ability to sleep as he is employed by Peel Regional Police Service as a police cadet and he works shift work. AC further testified he has filed complaints with the Landlord, and the barking has continued even after the 2nd N5 notice was provided to the Tenant and he was left with no choice but to commence a tenants application of his own, as the loud barking noises emanating from the Tenants rental unit substantially interfere with the reasonable enjoyment of the residential complex and or his rights privileges and interests.

16. AC further testified that his lack of ability to rest and sleep caused by the Tenants' pet noise disturbances has had a significant negative impact on his work productivity and quality, where he assists constables and the general public with complaints and criminal investigations, as well generally with his quality of life, as he is consistently not well rested.
17. On the basis of the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenants pet disturbances as enumerated in the 2nd N5 notice have substantially interfered with the reasonable enjoyment of other tenants in the building. I accept the evidence of the Landlord's Agent and the Landlord's Witness that loud barking noise and jumping noises onto the rental unit door by the Tenants' pet frequently emanates from the Tenants rental unit and echoes into other tenants' rental units. The frequency and impact of the Tenants' pets noise disturbances is well established by the testimony of the Landlord's Agent, and the Landlord's Witness as well as the submitted video evidence. The Tenants have been advised by the Landlord regarding this issue to no avail. The 2nd N5 notice did not cause loud barking and jumping noises to cease emanating from the rental unit.
18. A tenant is entitled to quiet enjoyment of their rented premises, which includes the right not to be regularly subjected to noise disturbances in this case by the Tenants pet. When a neighbouring tenant interferes with the right of quiet enjoyment, a tenant has no recourse against the neighbouring tenant but must rely on the landlord to restore quiet enjoyment. In the case of *Hassan v Niagara Housing Authority*, 2001 CarswellOnt 4890, the Divisional Court held that where a landlord receives a complaint about another tenant, a landlord has a positive obligation to investigate and to take reasonable steps, in a timely manner, to resolve the problem. Reasonable steps may include commencing an eviction proceeding against the offending tenant. A landlord's failure to take adequate steps against the offending tenant may leave them vulnerable to applications filed by the effected tenants, which is what has occurred in the case at hand.
19. In the case of *North Avenue Road Corporation v. Tom Travares*, 2015 ONSC 6986 (Div. Ct.), the Divisional Court found the landlord has a lawful interest in protecting itself against future claims by tenants and future tenants based on a failure to comply with the Act. Further the Court found that "the landlord has an obligation to

take reasonable actions against a tenant that denies a neighbouring tenant enjoyment of the premises.”

20. On the evidence before the Board, I am satisfied on the balance of probabilities, that the Tenants pet's barking and jumping on the inside of the rental unit door has substantially interfered with the reasonable enjoyment and lawful right, privilege, or interest of the Landlord and other tenants. Moreover, these disturbances emanating from the Tenants residential unit puts the Landlord at legal risk from other tenants in the complex and substantially interferes with other tenants.
21. The Landlord's Legal Representative requested a standard order terminating the tenancy between the Landlord and Tenants but was open to a short delay.
22. 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 postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act, to allow the Tenants ample time to find another place to live.
23. The Tenants are required to pay the Landlord \$2,298.00 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026, to May 20, 2026.
24. Based on the monthly rent, the daily compensation is \$114.90. This amount is calculated as follows: \$3,495.00 x 12, divided by 365 days.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. The Landlord collected a rent deposit of \$3,495.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$28.15 is owing to the Tenant for the period from January 1, 2026, to May 20, 2026.
27. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
28. The order contains all the reasons for the decisions within the order. No other reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.

4. The Tenants shall pay to the Landlord \$2,298.00, which represents compensation for the use of the unit from May 1, 2026, to May 20, 2026.
5. The Tenants shall also pay the Landlord compensation of \$114.90 per day for the use of the unit starting May 21, 2026, until the date the Tenant moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$3,523.15 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
8. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,039.15.
9. However, the Landlord is authorized to deduct from amount owing to the Tenants \$114.90 per day for compensation for the use of the unit starting May 21, 2026, to the date the Tenants move out of the unit.
10. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

June 1, 2026
Date Issued

Panagiotis P. Roupas
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 February 1, 2027 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.