



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-008576-26

In the matter of: 27, 276 DUNSMURE RD
HAMILTON ON L8M0A2

Between: Dunsmure Developments Ltd. Landlord

And

Krista Watters Tenant

Dunsmure Developments Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Krista Watters (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

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

This application was heard by videoconference on May 12, 2026.

Only the Landlord's Agents, Wing Chu and Savan Chandaria, attended the hearing.

As of 9:57am, 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 requested the filing fee only for this application as the Tenant has vacated the rental unit.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on February 1, 2026.
4. As such, the Landlord no longer sought eviction of the Tenant nor daily compensation.

N5 Notice of Termination

Substantial Interference

5. On December 16, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served the following day. The notice of termination contains the following allegations: the Tenant was screaming and making excessive noise that emanated from their unit; moreover, the Tenant was observed shouting in the parking area by other tenants in the building. The Landlord's Agent advised the Tenant of their behaviour and asked them to stop after receiving multiple complaints from other tenants.
6. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Tenant continued to make excessive noise in the rental unit and continue to do so in the parking area as well. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the Residential Tenancies Act, 2006 (Act).
7. On January 29, 2026, the Landlord gave the Tenant a second N5 notice of termination deemed served on the following day. The notice of termination contains the following allegations: ongoing noise complaints within the rental unit and the Tenant and other occupant in the unit making excessive noise in the front yard and parking area of the building.
8. Having heard the evidence of the Landlord's agents regarding the above allegations, I find on a balance of probabilities that the allegations have been proven.
9. I find that the Tenant's conduct substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
10. I also find that the Tenant should be responsible for paying the application filing fee because they did not move out until the application was filed. In addition, the Landlord successfully proved the allegations in the application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 1, 2026.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$186.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026, at 4.00% annually on the balance outstanding.

June 3, 2026
Date Issued

Amit Gursaud
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.