



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

File Number: LTB-L-014838-26

In the matter of: 107, 311 STRATHEARNE AVE
Hamilton ON L8H5K8

Between: Indwell Landlord

And

Marc Goodwin Tenant

Indwell (the 'Landlord') applied for an order to terminate the tenancy and evict Marc Goodwin (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 June 3, 2026.

The Landlord, the Landlord's agents, Joelle Eastman and Liesel Trivett, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation 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.

N5 Notice of Termination - Substantial interference

3. On November 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination ("first N5 notice"), with the date of termination of December 25, 2025. 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). The first N5 notice states that the Tenant had substantially interfered with the Landlord or other tenants reasonable enjoyment of the residential complex because on November 20, 2025, the Landlord's staff were unable to complete scheduled pest control treatment of the rental unit as the rental unit was in condition to be treated. The Landlord observed needles and

broken glass, no walkable space. Electrical cords and loose items created safety hazard. An outlet sparked and clothing caught fire. Fire department called.

4. On January 29, 2026, the Landlord gave the Tenant a second N5 notice of termination with the date of termination of February 26, 2026. The notice of termination contains the following allegations: on January 27, 2026 at 7:00 a.m., the fire department attended the rental unit due to smoke in the rental unit. It was discovered someone was carelessly smoking in the Tenant's rental unit. The fire department identified the rental unit to be a serious fire hazard.
5. The Landlord's agent testified that on January 27, 2026, an employee from the environmental team called the fire department because of smoke in the rental unit. The Landlord's agent testified although they did not attend the rental unit on this day, they spoke with an individual who works with the fire department and were informed that the Tenant's rental unit was a serious fire hazard. The employee that attended the rental unit noted cigarette butts throughout the rental unit. The Tenant disputes the Landlord's version of events. The Tenant submitted that he is having issues with other tenants in the rental unit, which is why the Landlord has served them with an N5 notice.
6. On a balance of probabilities, I am not satisfied that the Tenant, their occupant and or guest, have substantially interfered with the Landlord and or other tenants' reasonable enjoyment of the residential complex. I make this finding because the Landlord's agents had no personal knowledge of what occurred on January 27, 2026. The evidence adduced at the hearing was all hearsay evidence. Although hearsay evidence is admissible at the Board, I put little weight on this evidence. The Landlord's agents were unable to confirm who at the fire department they had spoken to over the phone. The Landlord's agents testified that the fire department said the rental unit was a fire hazard, but this constitutes hearsay evidence. The Landlord did not submit any documentary evidence to support why the fire department was called to the residential complex on January 27, 2026. While the Landlord agents testified it was to address smoke being observed in the rental unit, they adduced no photographic evidence of this, nor did they provide a copy of the fire department's inspection report, nor did the Landlord summons any eyewitnesses from that day to provide direct testimony. I would have reasonably expected the Landlord to provide documentary evidence, such as witness statements, or the fire department's inspection report, to substantiate their claim that the Tenant was smoking in their rental unit or that the rental unit was a fire hazard.

It is ordered that:

1. The Landlord's application is dismissed.

June 11, 2026
Date Issued

Vishal Nanda
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.