



Order under Section 69 Residential Tenancies Act, 2006

Citation: TREFZGER v KYERENATENG, 2026 ONLTB 37443

Date: 2026-06-09

File Number: LTB-L-104372-25

In the matter of: RM 1- Unit 327, 1291 GORDON ST
GUELPH ON N1L0M5

Between: NICOLE TREFZGER Landlord

And

HARRIET OSEI KYERENATENG Tenant

NICOLE TREFZGER (the 'Landlord') applied for an order to terminate the tenancy and evict HARRIET OSEI KYERENATENG (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict 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, and
- seriously impaired the safety of any person and the act or omission occurred in the residential complex (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date and the payment of the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 7, 2026. The Landlord and the Landlord's Legal Representative, G. Gosling, attended the hearing.

As of 9:35 a.m., 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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$512.50. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$16.85. This amount is calculated as follows: \$512.50 x 12, divided by 365 days.
5. The Tenant has paid \$2,500.00 to the Landlord since the application was filed. Any further payment made by the Tenant must be deducted from the outstanding amount.
6. The rent arrears owing to May 31, 2026, are \$100.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to pay the outstanding amount.

L2 Application

Substantial Interference

10. On November 25, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of December 15, 2025.
11. The N5 notice contained numerous allegations including claims that the Tenant caused noise disturbances by using the washing machine and dryer late into the night; wore inappropriate clothing; and shouted aggressively.
12. Section 64(3) of the *Residential Tenancies Act, 2006* ('the Act') provides that a first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the 7-day voiding period ran from November 26, 2025, to December 2, 2025. The Landlord did not provide any reliable evidence to demonstrate that the Tenant's conduct continued after the service of the notice.
13. Therefore, I am satisfied that the Tenant voided the notice by stopping the conduct or activity within seven days after receiving the N5 notice of termination.

Impairment of Safety

14. On November 25, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex (N7) with a termination date of December 6, 2025.
15. The Landlord alleged in the notice that the Tenant discarded food belonging to another resident and was verbally aggressive on July 2, 2025; left water running and the stove unattended on October 8, 9 and 10, 2025; and on November 20, 2025, yelled and disturbed other residents.
16. The generality of the Landlord's evidence indicated that the Tenant may have mental health challenges, which may have contributed to her conduct in the rental unit. However, the Landlord, who did not reside in the rental home shared by several residents, relied on complaints made by other residents. The complaints do not prove that the Tenant engaged in the conduct on the specified dates or that the conduct rose to the level of serious impairment of safety.
17. For example, the written complaint from a resident, dated October 10, 2025, simply stated that the Tenant discarded items from the refrigerator without permission on July 2, 2025. An undated text message which the Landlord claimed to have received on October 8, 2025, stated that the stove had been left *'switched in for idk how long. I woke up this morning and saw.'* The message does not indicate that it was the Tenant who left the stove unattended, or that she did so on October 9, 2025 and October 10, 2025, as alleged in the notice.
18. The Landlord has not proven that the Tenant has seriously impaired the safety of other residents in the residential complex.

It is ordered that:

L1 Application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$798.50 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**

5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation, and the cost of filing the application the Landlord is entitled to by \$108.55. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$16.85 per day for compensation for the use of the unit starting May 8, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 July 1, 2026.

L2 Application

9. The Landlord's application is dismissed.

June 9, 2026
Date Issued

Jitewa Edu
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 expires on January 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$3,112.50
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
Total the Tenant must pay to continue the tenancy	\$798.50

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$2,205.45
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
Total amount owing to the Landlord	\$(108.55)
Plus, daily compensation owing for each day of occupation starting May 8, 2026	\$16.85 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	