



**Order under Section 69 / 88.1  
Residential Tenancies Act, 2006**

**Citation:** Atkinson v Barrette, 2026 ONLTB 45558

**Date:** 2026-06-09

**File Number:** LTB-L-006224-26

**In the matter of:** B, 50 RADESKI STREET  
TRENTON ON K8V6B5

**Between:** Shevonne Atkinson Landlords  
Kingsley Atkinson

**And**

Melanie Barrette Tenant

Shevonne Atkinson and Kingsley Atkinson (the 'Landlords') applied for an order to terminate the tenancy and evict Melanie Barrette (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 Landlords or another tenant;
- the Tenant has been persistently late in paying the Tenant's rent.

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

The Landlords also applied for an order requiring the Tenant to pay the Landlords' 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 conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on April 15, 2026.

The Landlords, the Landlords' Legal Representative Deanna Veinott and the Tenant attended the hearing.

**Determinations:**

1. The Landlords served and filed an amended N5 notice of termination on March 18, 2026. A notice of termination can not be amended. However, a second N5 notice termination could have been served on the tenants, additionally this amended notice was served after the application before the board was filed. As such this hearing only deals with the original N5 notice of termination and application.
2. As explained below, the Landlords have proven on a balance of probabilities some of the grounds for termination of the tenancy. However, The tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below.
3. The Tenant was in possession of the rental unit on the date the application was filed.

**N5 Notice of Termination**

4. On January 12, 2026, the Landlords gave the Tenant an N5 notice of termination deemed served on the same date with a termination date of February 1, 2026. The notice of termination alleges that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex:
  - a) interfered with the services of another tenant;
  - b) caused excessive noise; and
  - c) caused property disturbances and garbage issues.
5. Section 64 of the *Residential Tenancies Act, 2006* (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.

***Background***

6. The residential complex consists of two rental units. Unit A is the main floor or upper unit and unit B is a basement or lower unit where the Tenant resides.
7. The furnace, hot water tank and breaker panel that service both units are all located in the basement in unit B.

**Interference with services of another tenant**

8. The Landlords testified that tenants moved into unit A in August of 2025 and the Landlords started receiving complaints about hot water in September.

9. On September 21, 2025 the Landlords received a complaint from the upstairs tenant that hot water was not functioning, but that cold water remained available.
10. The Landlords called Reliance Home Comfort and advised both the upstairs and the downstairs tenants. Shortly thereafter the hot water was working again without Reliance Home Comfort attending.
11. Again on November 13, 2025 the upstairs tenant complained of no hot water. The Landlords again contacted Reliance Home Comfort and advised the tenants of both units, and again shortly thereafter the Tenants responded indicating the hot water was working fine.
12. On November 18, 2025 the upstairs tenants sent an email to the Landlords indicating that they had no heat on November 16, 2025. They had checked the thermostat with a voltmeter and it had no power. They spoke with the Tenant and found that the breaker had been turned off. Upon turning the breaker back on, the thermostat came back on.
13. The Landlords stated that after this incident they installed a lock on the door of the room where the breaker and hot water tank were located in January, 2026.
14. The Landlords testified that this did not resolve the issue and that they had received complaints from the upstairs tenant on January 14, 2026 and February 13, 2025 regarding a lack of hot water.
15. Reliance Home Comfort attended the residential complex and conducted an inspection of the hot water tank on February 4, 2026 and found no operational faults with the tank, but suggested replacing the tank due to its age.
16. The Tenant disputes that she interfered with the hot water tank or services for the upstairs tenants. Additionally she stated that the issues with hot water continued after a lock was placed on the door to the room containing the hot water tank.
17. The person who alleges a particular issue has the onus to establish that it is more likely than not that their version of events is true, in this application that onus would be on the Landlords. Given that the issues with respect to the lack of hot water continued after the Landlords placed a lock on the door to the room where the hot water tank was located, and Reliance Home Comfort recommended the hot water tank be replaced I am not satisfied on a balance of probabilities that this issue was caused by the Tenant. As such this component of the of the Landlords' application is dismissed.

#### Noise

18. The Landlords testified that they received an email from the sister of the upstairs tenants on October 25, 2025 indicating that the Tenant was banging loudly on the floor that morning.
19. The Landlords stated they received another email on November 4, 2025 regarding noise from the upstairs tenants indicating that on multiple occasions the Tenant was banging on the floor at 7:00 a.m.

20. The Landlords did not provide evidence at the hearing that the issue with noise continued within seven days of the Tenant receiving the N5 notice of termination. As such, the Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act) in relation to this issue.

#### Property Disturbances and Garbage Issues

21. The Landlords testified that on October 6, 2025 they received a txt message from the upstairs tenants indicating that they had woken up to weird things on the lawn. The txt message states that a few weeks ago there were paper airplanes all over the yard and then after that broken eggs and this morning there was raw chicken thighs on the lawn.
22. The Landlords stated that the paper airplanes were made from business flyers belonging to the Tenant's boyfriend.
23. The Landlords state on October 23, 2025 the Tenants placed out their garbage at the roadside well in advance of garbage collection day, which resulted in animals tearing open the bags and scattering garbage across the property. The Landlords testified that the garbage issues occurred on multiple occasions and the upstairs tenants picked up the garbage themselves.
24. I am not satisfied on a balance of probabilities that the issues relating to eggs on the lawn and raw chicken thighs are associated with the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex. Additionally the Tenant has stopped the conduct or activity or corrected the omission associated with respect to the other issues associated with property disturbances and garbage issues within seven days after receiving the N5 notice of termination. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act) in relation to this issue.

#### N8 Notice of Termination

25. On January 12, 2025, the Landlords gave the Tenants an N8 notice of termination ('N8 Notice') deemed served on the same date. The N8 Notice alleges the Tenants have persistently paid rent late 15 times out of the last 31 months from June, 2023 to January, 2026. The rent is due on the 1st of each month. At the hearing the Landlords testified the dates of payments in the N8 Notice were correct.
26. The Tenant did not dispute that payments were made late during this period of time. On the basis of the uncontested evidence before me, I find that that the Tenant has persistently failed to pay the rent on the date that it was due.

#### Relief from Eviction

27. The Landlords advised that since the filing of the application rent had been paid on time for February, March and April, 2026.

28. The Landlords seek a conditional order that rent be paid on time and in full for a period of one year.
29. The Tenant has resided in the unit with her three children for the past 3 years and seeks an opportunity to maintain the tenancy.
30. 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.

**Daily compensation, NSF charges, rent deposit**

31. The Tenant was required to pay the Landlords \$4,799.75 in daily compensation for use and occupation of the rental unit for the period from February 2, 2026 to April 15, 2026.
32. The evidence of the Landlords was that the Tenant has paid the monthly rent for February, March and April, 2026. As such, no compensation is outstanding to the date of the hearing.
33. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**Compensation for substantial interference**

34. The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlords or another lawful right, privilege or interest of the Landlords.
35. The Landlords testified that on July 3, 2025 they had listed the upper unit for rent with a realtor, and that the Tenant's boyfriend posted a comment on the rental page indicating that the unit was infested with rats and that the Landlords had not addressed concerns regarding pests and other maintenance issues.
36. The Landlords testified that in response their realtor suggested they hire a pest control company to inspect the property, which the Landlords did at an expense of \$209.05.
37. The Landlords state that the Tenant did not permit the pest control to inspect the basement unit. The Tenant states that the refusal was due to her being out of town for her father's wedding.
38. Pursuant to section 88.1(4) of the Act any costs that the Landlords may be entitled to are reasonable out-of-pocket expenses that the Landlords incurred or will incur as a result of the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantial interference with the reasonable enjoyment of the residential complex by the Landlords or another lawful right, privilege or interest of the Landlords.
39. Although the alleged conduct of the Tenant's boyfriend may amount to interference, I am not satisfied that the online post alleged to be from the Tenant's boyfriend regarding

presence of rats rises to the residential complex rises to the level of substantial interference.

40. There was no requirement for the Landlords to bring in a pest control company to conduct an inspection of an unrented rental unit, if they believed the allegation to be false.
41. Additionally the Landlords did not indicate that this post caused any issues in renting the unit as they entered into a tenancy agreement, which commenced on August 1, 2025.
42. The Landlords have not proven that the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlords or another lawful right, privilege or interest of the Landlords.
43. Additionally, the Landlords have not proven that these expenses were incurred as a result of substantial interference.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlords the lawful rent in full on or before the first day of each consecutive month it comes due for a period of one year, commencing July 1, 2026 and continuing through to and including June 1, 2027.
3. If the Tenant fails to comply with the conditions 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 Tenant. 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 Tenant.
4. The Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing on or before June 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

**June 9, 2026**  
**Date Issued**

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Sean Ramage  
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.