



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Hastings Local Housing Corporation v Chambers, 2026 ONLTB 46660

Date: 2026-06-11

File Number: LTB-L-044510-26-RV

In the matter of: 107, 490 SIDNEY ST
BELLEVILLE ON K8P0H6

Between: Hastings Local Housing Corporation Landlord

And

Anthony Chambers Tenant

Review Order

Hastings Local Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Chambers (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant failed to meet a condition specified in the order issued by the Board on May 22, 2026 with respect to application LTB-L-089339-24.

This application was resolved by order LTB-L-044510-26, issued on June 1, 2026.

On June 10, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Reasons:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

Issue

2. In May, 2024, the Landlord gave the Tenant an N5 notice to terminate the tenancy for substantial interference with reasonable enjoyment or lawful rights or privileges. Part of the N5 concerned the behaviour of an unnamed person referred to as "the Tenant's guest," who I will refer to as "John Doe." The N5 alleged that on several occasions between March 28 and April 1, 2024, the Tenant permitted Mr. Doe in the residential complex and that, while there, Mr. Doe engaged in conduct that substantially interfered with other tenants' reasonable enjoyment. The conduct included knocking on other tenants' doors and trafficking illegal substances to other tenants.

3. The N5 also asserted that, at the time, Mr. Doe had been “trespassed” from all properties owned by the Landlord. I take this to mean that the Landlord had given Mr. Doe a notice under section 3(1) of the *Trespass to Property Act* prohibiting entry on the premises.
4. The N5 was voidable by ceasing the impugned conduct within seven days.
5. In August, 2024, the Landlord gave the Tenant a second N5 notice. The second N5 did not allege any conduct related to the Tenant’s guests. The second N5 was not voidable, which was only possible pursuant to section 68 of the *Residential Tenancies Act, 2006* (RTA) because the Landlord had already given a previous, voidable N5.
6. The Landlord applied to terminate the tenancy based on the second N5. At the hearing of the application on May 13, 2026, the parties reached a settlement and requested an order on consent. The order, issued on May 22, 2026, provided in part that for the remainder of the tenancy, “the Tenant shall not provide access to the residential complex to any known trespassed individuals.”
7. On May 22, 2026, the Landlord filed the present application to terminate the tenancy alleging that on May 22, 2026, the Tenant contravened the consent order by providing access to the complex to Daniel Sullivan and Katie Baldwin, both of whom had been “trespassed.” Pursuant to section 78(1)(2)(i), to succeed in its application the Landlord had to establish that the Tenant had contravened a condition “that, if not met by the tenant, would give rise to the same grounds for terminating the tenancy as were claimed in the previous application.”
8. On June 1, 2026, Member Labbe dismissed the application. He found that the previous application had been based on the second N5, which did not include any grounds regarding permitting trespassed guests on the premises. Consequently, the term of the consent order which prohibited the Tenant from providing access to trespassed individuals was not a condition that, if not met, would give rise to the same grounds for terminating the tenancy as were claimed in that application.
9. The Landlord requests a review. It argues that because it was only permitted to serve a non-voidable N5 as a result of having previously served a voidable N5, that the grounds for termination set out in both N5s were grounds “claimed” in the application.

Analysis

10. I am not persuaded by the Landlord’s argument. Section 69 of the RTA provides that a landlord may apply for an order terminating a tenancy if the landlord has given a notice of termination, but must apply no later than 30 days after giving the notice. The Landlord in this case applied based on the second N5 notice, which did not set out any grounds related to trespassed individuals.
11. The Landlord could not have applied based on the first N5, which did mention a trespassed individual, because more than 30 days had elapsed since service of that N5.

12. The Member therefore did not err in holding that, for the purpose of section 78(1)(2)(i), the grounds “claimed” in the application were the grounds set out in the second N5. The Member’s interpretation was reasonable.
13. In the alternative, even if the grounds of the application had included the grounds set out in the first N5, the Member would have been correct to dismiss the application. I say that for two reasons.
14. First, the first N5 did not actually allege that the Tenant had substantially interfered with the Landlord’s rights by permitting Mr. Doe on the property. Rather, it alleged that Mr. Doe had substantially interfered with other tenants by knocking on their doors and trafficking illegal substances to them. This was a contravention of section 64(1) of the RTA, which provides that an N5 notice can be served when “the conduct of... a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex... by... another tenant.”
15. The first N5 mentioned that Mr. Doe had been trespassed, but did not state that the Tenant’s conduct in permitting him on the premises was, in itself, a contravention of section 64.
16. Second, if the N5 had asserted that the Tenant had substantially interfered with the Landlord’s rights by permitting a trespassed individual on the premises, then that portion of the N5 would have been invalid. The Landlord had no authority to restrict the Tenant’s right to have guests. The trespass notice prohibited Mr. Doe from entering the premises uninvited, but he was still permitted to enter when invited by the Tenant. (*Cunningham v. Whitby Christian Non-Profit Housing Corp.*, 1997 CanLII 12126 (ON CTGD); *Harper v. Sauve*, 2022 ONSC 5754 (CanLII)).
17. The Tenant’s right to permit guests on the premises is balanced by section 64, which provides that he can be evicted as a result of his guests’ conduct. However, the mere fact of permitting a person on the premises, when the the Landlord would have preferred that person not be on the premises, is not a contravention of section 64.
18. In sum, the grounds for terminating the tenancy claimed in the first N5 included allegations that Mr. Doe had, while permitted on the property by the Tenant, substantially interfered with other tenants’ reasonable enjoyment. They did not include any valid allegation that the Tenant had substantially interfered with the Landlord’s rights by permitting a “trespassed” individual on the property.
19. The condition in the consent order which prohibited the Tenant from providing access to trespassed individuals was therefore not enforceable under section 78. The Member did not err in dismissing the application.

It is ordered that:

1. The request to review order LTB-L-044510-26, issued on June 1, 2026, is denied. The order is confirmed and remains unchanged.

June 11, 2026
Date Issued

Dale Whitmore
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.