



Order under Section 69 Residential Tenancies Act, 2006

Citation: H&R Property Management Ltd v Thompson, 2026 ONLTB 47182

Date: June 23, 2026

File Number: LTB-L-011534-26-HR

In the matter of: 105, 135 Stephen Drive
Etobicoke, ON M8Y3N5

Between: H&R Property Management Ltd Landlord

and

Jennifer Thompson Tenant

HEARING ORDER

H&R Property Management Ltd (the 'Landlord') applied in a N5-based L2 application seeking an order to terminate the tenancy and evict Jennifer Thompson (the 'Tenant') because the Landlord claimed that the Tenant 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 provided in the N5 Notice of Termination.

This application was heard by videoconference on May 19, 2026. The Landlord's agent Lina Desimone (property manager) attended the hearing on behalf of the Landlord, represented by their legal representative Eric Steiman (paralegal). The Landlord's witness Andrew Meikle (superintendent) also attended a portion of the hearing to give his testimony. The Tenant also attended the hearing.

Determinations:

1. For the reasons explained below, I am satisfied on a balance of probabilities that the Landlord has proven the Tenant caused a substantial interference with the reasonable enjoyment or a lawful right, interest or privilege of the Landlord or another tenant by some of the behaviours complained of in the N5 Notice of Termination. However, based on the limited, seasonal nature of the issue, I find it appropriate to order conditional relief from eviction to provide the Tenant the opportunity to preserve her tenancy and correct her behaviour in the future.

N5 Notice of Termination

2. I was satisfied from the Certificate of Service submitted by the Landlord (to which there was no dispute by the Tenant) that on January 23, 2026, the Landlord gave the Tenant a N5 Notice by mail to the rental unit address, pursuant to section 64 of the *Residential Tenancies Act, 2006* (the 'Act').
3. The N5 Notice was deemed served 5 days later on January 28, 2026 as per Rule 3.9(a) of the LTB's *Rules of Procedure*.
4. The N5 Notice was a 7 day voidable notice providing a termination date of February 19, 2026, which complied with the minimum notice required by section 64(2) of the Act. Having been deemed given on January 28, 2026, the voiding period was between January 29, 2026 to February 4, 2026.
5. The N5 Notice contained various allegations of the Tenant's behaviours substantially interfering with another tenant or the Landlord's lawful rights, privileges, or interests.
6. I am satisfied that the Landlord applied for the L2 application on February 6, 2026, after the 7 days voiding period of the N5 Notice, within 30 days of the termination date specified in the N5 Notice, as required by sections 70 and 69(2) of the Act respectively. The Tenant was in possession of the rental unit when the application was filed.

Rose Plant Damage – Not Substantial Interference

7. The superintendent testified that around December 6, 2025, he was cleaning the yard and saw a rose bush missing. He reviewed video surveillance and observed on November 7, 2025 the Tenant stomping on, cutting, and removing the rose plant on November 7, 2025. The video was disclosed into evidence. This was the first incident claimed in the N5 Notice.
8. The Tenant did not deny the rose plant incident.
9. I am not satisfied that the removal of one plant from the residential complex is a substantial interference. There may have been some minor interference of the residential complex gardens; however, this is a corporate Landlord managing a multi-unit building. There was no evidence the plant's removal caused any significant financial hardship or damage. It was during the winter months when the roses would not have been in bloom. This was not an interference which was substantial in nature of the impact it had upon the Landlord or other tenants.

Stomping, Kicking, Boot Debris – Are Substantial Interferences

10. The remaining incidents claimed in the N5 Notice claimed the Tenant was stomping, kicking, and leaving winter boot debris in inappropriate areas and causing a disturbance to other residents, especially loud thumping sounds to the superintendent's unit.
11. I am satisfied from the superintendent's testimony, corroborated by some video surveillance footage disclosed in evidence, that on various days in the winter of late 2025 and early 2026, on numerous occasions the Tenant engaged in behaviours such as

deliberating kicking the corner of the wall by the superintendent's unit to cause loud thudding noises and cause winter debris such as mud, snow, slush, and ice, to fall off her winter boots onto the hallway tile; stomping in the front lobby deliberately on the tiles and not on the winter mat provided causing puddles of water, snow and slush to form as a hazard for other people walking in the lobby; causing numerous additional cleanup for the superintendent to attend to the wet tiles during the winter months (sometimes twice a day, up to 30 times in a 6 week period).

12. The Tenant did not deny stomping her boots, but advised the rugs are filthy and it is unknown what could be on them. She did not want to bring anything filthy into her unit so she tries to walk around the rugs when possible.
13. The Tenant did not deny using the corner of the wall as a kick-post to knock some of the debris off her winter boots, or rubbing her boots on the hard floor instead of using the rugs/mats provided. The Tenant also did not deny she uses another door where there is no option but to walk on the rugs/mats, and that she was observed on video in the front lobby walking on some of the rug to get towards the elevator area, which she said she has no choice but to do.
14. The superintendent testified that the relationship has been strained between himself and the Tenant. The superintendent believed the Tenant's stomping, thumping, loud disruptive noises were done deliberately to aggravate him, and to cause him to have to clean the lobby and hallways areas more frequently. It was his responsibility to make sure other tenants do not slip on the tiles; so it was causing additional cleanup and interfering with his enjoyment of his unit to have to keep coming out from thumping, stomping sounds, and the mess that the Tenant leaves on the tiles from her winter boot debris.
15. I am satisfied from the evidence including the numerous video surveillance clips disclosed into evidence, that the Tenant did engage in numerous days of kicking, stomping, rubbing mud, snow, and other winter boot debris on the floors. I also find that the Tenant kicked the corner of the wall near the superintendent's unit, in a manner that cause disruption and the need for additional cleanup by the super, when the Tenant walked her dog.
16. The Tenant's explanation about not wanting to use the front lobby rugs did not make sense in light of the Tenant's admittance to using some other hallway/exit door in the building that had rugs on the floor (with no tiles around); and admitting that for part of the front lobby there is no option but to walk on the mat/rugs provided.
17. The Tenant testified she did not find the way she cleaned her winter boots was disruptive. I did not find her explanation satisfactory because it was evident from the surveillance footage that she was deliberately kicking the outside by the superintendent's unit, using the floor to rub mud and other debris off her boots, and choosing to walk on the lobby tiles to heavily stomp and cause snow/water debris when she was later seen using the rug/mats at other points of her walk.
18. The Tenant argued that she had never been spoken about stopping her behaviour, nor did she receive any email or letter. I find the Tenant knew or ought to have known from the N5 Notice that the Landlord was giving her 7 days to void the notice and stop her behaviour.

19. I am satisfied from the superintendent's testimony and video from January 30, 2026, that there was very loud banging sounds in his unit, and that the Tenant left a mess from her boots by kicking the wall outside his unit. This incident occurred during the 7 day voiding period.
20. I am satisfied that after the voiding period (after February 4, 2026), the Tenant's behaviour of stomping her winter boots and kicking/thudding outside the superintendent's unit did not stop as the superintendent testified it kept happening during the winter months, approximately 30 times in 6 weeks. He was sometimes disturbed by the thumping noises twice a day, and he had to frequently bring a mop to clean the slush/water/snow in the front lobby several times a day.
21. I am satisfied from the evidence that the Landlord proved the Tenant has substantially interfered with the reasonable enjoyment of the Landlord and other tenants by her winter boot stomping and leaving mud/snow on tiled surfaces, as well as kicking the wall on the other side of the superintendent's unit. These behaviours were done intentionally in my view, due to the relationship issues between the Tenant and the superintendent. Despite the N5 Notice the Tenant failed to stop these behaviours. It was not minor because the Tenant caused mud, snow, and water to accumulate on the lobby floor tiles, caused the superintendent to do additional cleaning throughout the day, and potentially caused a hazard to other residents during several months of winter weather. The Tenant also disturbed the superintendent in his unit by kicking the wall by his unit to clean off her boots on numerous occasions.
22. Given the frequency of the incidents during the winter months of 2025/2026, and the disturbance it caused the superintendent as well as the mess to the common areas of the building, the interference caused by the Tenant was substantial in nature.

Conditional Relief From Eviction Is Appropriate

23. The Landlord requested an eviction order because of the frequency of the Tenant's disturbances, the deliberate nature of her continuing actions, and the substantial impact it had to other residents of the building - especially the superintendent.
24. According to section 83 of the Act, when the Board hears any application seeking an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction. The Act is remedial legislation and the Courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "*To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue.*"
25. I have considered all of the disclosed circumstances in accordance with section 83(2) of the Act and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
26. The Tenant testified that she has lived here nearly 10 years and would like to continue her tenancy. She is currently on a medical leave from work.

27. I find the disturbance was only in the winter months based on the evidence. As of the hearing the issue was fully resolved since it was Spring. I find it would be fair in the circumstances to give this Tenant a chance to correct her behaviour for the next winter and preserve her tenancy.
28. The Landlord incurred a filing fee cost to file this application and is entitled to reimbursement of this expense, having been successful in proving some of the claims made in the application.

It is ordered that:

29. For a period of 1 year starting June 24, 2026 and ending on June 23, 2027, the Tenant shall not engage in any behaviours of stomping, rubbing mud or other debris, or leaving snow/slush/water from her shoes or boots – in any areas of the residential complex where it is inappropriate to do so (such as on the floor tiles, hard flooring, etc). The Tenant shall only engage in boot or shoe cleaning on the mats and rugs provided near the building entrances and lobbies for such purposes. During the same period of one year, the Tenant shall also not bang on, kick, or cause any loud noises at or near the superintendent's unit.
30. If the Tenant breaches paragraph 29 above, the Landlord may apply under section 78 of the Act, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's breach of this order.
31. The Tenant shall pay the Landlord \$186.00 for the cost of filing the application.
32. If the Tenant does not pay the Landlord the full amount owing on or before July 4, 2026 (standard 11 days from the issuance date of this order), then the Tenant will start to owe interest. This will be simple interest calculated from July 5, 2026 onwards at 4.00% annually on the balance owing.

June 23, 2026

Date Issued

Michelle Tan

Vice Chair, 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.