



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-083884-25

In the matter of: 2005, 220 OAK ST
TORONTO ON M5A2E1

Between: Toronto Community Housing Corporation Landlord

And

John Sebastian Ospina Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict John Sebastian Ospina (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

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

This application was heard by videoconference on January 27, 2026.

Only the Landlord's representative, Travis King attended the hearing. Michelle Waters ('MW'), Mustafa Shah, and Kenneth Javier appeared as witnesses for the Landlord.

As of 10:07 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:

1. For the reasons that follow, I find that the Tenant has substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex, and/or lawful rights privilege or interests. However, in light of the disclosed circumstances, I find it appropriate to grant conditional relief from eviction.
2. The Landlord's application is based on a second, non-voidable N5 Notice of Termination ("N5 Notice") alleging the Tenant, another occupant of the rental unit or someone the

Tenant permitted in the residential complex has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests.

3. In order to proceed with an application for eviction based on a second, non-voidable N5 Notice served under section 68 of the *Residential Tenancies Act, 2006* (the 'Act'), I must find a valid first voidable N5 Notice had been served. Additionally, the conduct alleged in the second N5 Notice must take place more than seven days but less than six months after the first N5 Notice was served.

First N5 Notice

4. On May 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination June 30, 2025. The Landlord's N5 Notice alleges that the Tenant substantially interfered with the reasonable enjoyment of another tenant by repeatedly dumping or spilling dirty water and garbage from the rental unit onto the balcony of the unit below, Unit 1905. The notice states that the Landlord received complaints from the tenant of Unit 1905 on October 16, 2024, October 18, 2024, October 22, 2024, April 17, 2025, April 18, 2025, April 19, 2025, April 23, 2025, and May 5, 2025, alleging that dirty water, garbage, or dog urine was coming from Unit 2005 onto Unit 1905's balcony.
5. The seven-day voiding period ran from May 30, 2025, to June 5, 2025. The Landlord did not receive any further complaint about poured dirty water during the voiding period. As there was no evidence that the conduct continued during the voiding period, I find that the Tenant voided the first N5 Notice. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.

Second N5 Notice

6. On September 5, 2025, the Landlord gave the Tenant a second, non-voidable N5 Notice with a termination date of October 5, 2025. This was more than seven days and within six months after the first N5 Notice was served. The termination date of October 5, 2025 was more than the required 14 days after the date of service. I therefore find that the timing requirements under section 68 of the Act were satisfied.
7. The second N5 Notice alleged that the Tenant substantially interfered with the reasonable enjoyment of another tenant by pouring or dumping water from the balcony of Unit 2005 onto the balcony of Unit 1905. The notice states that the Landlord received a complaint from the tenant of Unit 1905 regarding this incident that occurred on August 30, 2025.
8. Special Constables Mustafa Shah and Kenneth Javier testified that they attended Unit 1905 on multiple occasions, including April 17, 2025, April 19, 2025, and August 30, 2025, in response to complaints from the tenant of Unit 1905 that the Tenant of Unit 2005 was pouring or dumping dirty water from the balcony onto Unit 1905's balcony. The Landlord submitted the Special Constables' notes regarding those occurrences. Both Special Constables testified that they attempted to speak with the Tenant of Unit 2005, but the Tenant did not answer the door. The Special Constables also testified that there

was an odour consistent with urine on the balcony of unit of 1905 and that dogs could be heard barking inside unit 2005 when they attempted to contact the Tenant through door knocks.

9. The Landlord's witness MW testified that she is a Tenant Services Coordinator with Toronto Community Housing. MW described the residential complex as a high-rise apartment building with 28 floors and more than 420 tenants. MW testified that she received multiple complaints from the tenant of Unit 1905 alleging that the Tenant of Unit 2005 poured or dumped dirty water from the balcony, which then landed on Unit 1905's balcony. MW testified that the complaints were supported by photographs and video showing the condition of Unit 1905's balcony. The Landlord provided the photographs and the video to the Board.
10. MW further testified that she sent caution letters to the Tenant dated October 15, 2024, October 18, 2024, April 22, 2025, and May 8, 2025, regarding the alleged conduct. MW testified that a meeting took place between the Tenant, the Community Services Coordinator, and the Community Safety Advisor on April 23, 2025. MW testified that, during that meeting, the Tenant admitted that her dog had urinated on the balcony and that she poured clean water off the balcony to wash it away as indicated in her caution letter on May 4, 2025. The Landlord submitted the caution letters to the Board.
11. Based on the uncontested evidence before the Board, on a balance of probabilities, I find that the Tenant poured or allowed water or other liquid to be poured from the balcony of Unit 2005 onto the balcony of Unit 1905 on August 30, 2025. I accept the evidence of the Special Constables and MW that complaints were received about water or dirty liquid coming from Unit 2005, that an odour consistent with urine was observed, and that the Tenant had previously acknowledged that her dog had urinated on the balcony and that she had poured water off the balcony to wash it away.
12. Therefore, I find that the Tenant has substantially interfered with another tenant's reasonable enjoyment or lawful right, privilege or interests. A tenant is entitled to reasonably use and enjoy their balcony without water, dirty liquid, or urine coming from another unit above. I also find that the conduct interfered with the Landlord's ability to manage the residential complex and respond to repeated complaints from another tenant. Therefore, I find the Landlord has proven the second N5 Notice.
13. The Landlord's representative requested a conditional order to allow the Tenant to correct their conduct to preserve their tenancy as there have not been any recent complaints of the same conduct.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
15. I considered that the Landlord's requested a conditional order, and that no further similar conduct has occurred recently. As the Act is a remedial legislation, I find it is reasonable to allow the Tenant the opportunity to preserve the tenancy by refraining from pouring water or other liquids over their balcony. The tenancy will continue subject to the conditions below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues provided the Tenant meets the conditions set out below.
2. For 12 consecutive months, commencing on June 25, 2026, the Tenant shall not interfere with the reasonable enjoyment of the Landlord or any other tenant by pouring, dumping, or allowing water, urine, or any other liquid to fall from the balcony of the rental unit onto another balcony or any other part of the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord 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 Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026, at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Joshua Labbe
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.