



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

**File Number:** LTB-L-043589-24

**In the matter of:** 4, 2 WALLACE TERR  
SAULT STE. MARIE ON P6C1J8

**Between:** Kurt Konietzny

**And**

Travis Valois

I hereby certify this is a  
true copy of an Order dated  
**DEC 09, 2024**  
Landlord and Tenant Board

Landlord

Tenant

Kurt Konietzny (the 'Landlord') applied for an order to terminate the tenancy and evict Travis Valois (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 December 5, 2024.

Only the Landlord attended the hearing.

As of 9:49 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.

**It is determined that:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of December 20, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On May 15, 2024, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: The Landlord provided two notices of entry one on May 10, 2024, and one on May 12, 2024, and after receiving the notices the Landlord was denied entry by the Tenant.

4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. A few days later the Tenant again refused the Landlord entry after the Landlord provided a notice of entry more than 24-hours prior. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. At the hearing, the Landlord testified that he gave proper notice of entry to the Tenant on a few occasions and the Tenant refused to allow the Landlord in the rental unit. The Landlord submitted on one occasion he recorded the stepdaughter of the Tenant stating that no one is allowed in the apartment and if the Landlord wants to go in the apartment, he will need to bring the police. The Landlord submitted this video into evidence.
6. Based on the Landlord's uncontested evidence, I am satisfied, on a balance of probabilities, that this conduct substantially interferes with a lawful right, privilege, or interest of the Landlord. The Landlord has a clear legal right under the Act to enter the unit to inspect it and the Tenant's refusal has substantially interfered with that right.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

8. The Landlord testified that he believes the Tenant vacated the rental unit as other tenants have seen moving trucks at the rental unit. The Landlord was unable to provide a date that the Tenant moved out. The Landlord submits the tenant moved out because of an L1 application and board order issued on October 18, 2024, for LTB-L-041019-24. The Landlord submits that Tenant has not paid the arrears as per the order. The Landlord is not seeking compensation and requests an order terminating the tenancy.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Since the Tenant did not appear at the hearing to provide submissions regarding any circumstances the Board should consider as to whether I should delay or deny terminating the tenancy, I will grant the order as requested by the Landlord.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 20, 2024.
2. If the unit is not vacated on or before December 20, 2024, then starting December 21, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 December 21, 2024.
4. The Tenant shall also 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 December 20, 2024, the Tenant will start to owe interest. This will be simple interest calculated from December 21, 2024, at 6.00% annually on the balance outstanding.

**December 9, 2024**  
**Date Issued**

*T. Hunt*

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Teresa Hunt  
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 of the Tenant expires on June 25, 2025 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.