



Order under Section 69 Residential Tenancies Act, 2006

Citation: Greenwin Corp v McIntosh, 2026 ONLTB 1363

Date: 2026-01-09

File Number: LTB-L-033889-25

In the matter of: 709, 100 COSBURN AVE
EAST YORK ON M4K2G7

Between: Greenwin Corp Landlord

And

Laurie McIntosh Tenant

Greenwin Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Laurie McIntosh (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 September 10, 2025.

The Landlord's legal representative, M. Anderson, and the Tenant attended the hearing. The Landlord's witness, R. Alim and S. Sasa, also attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 2, 2025, the Landlord mailed the Tenant an N5 notice of termination, deemed served on April 7, 2025. The notice of termination alleged various incidents in October 2024, February and March, 2025, of excessive noise, slamming, banging, yelling and kicking, by the Tenant.

Preliminary Issue: Tenant's Adjournment Request

4. The Tenant requested an adjournment because she required more time to prepare for the hearing and to obtain a legal representative.
5. The Landlord did not consent to the Tenant's request.
6. I denied the Tenant's request for the following reasons.
7. It is undisputed that the Tenant has known about the Landlord's application since at least April 2025, when the notice of hearing was sent for the first, rescheduled hearing. The Tenant alleges that she did not know any of the evidence against her until the week before this hearing. However, the exact same issues were known to the Tenant prior to the hearing of an application of another of the Landlord's tenants, in Tenant application, LTB-T-091027-24, held on February 26, 2025. The Tenant's noise was the subject of that application, and the Tenant had been called as a witness for that hearing. The Landlord had documentary evidence of a summons served on the Tenant for that hearing in the Board's file for that hearing. The parties settled that application in order LTB-T-091027-24 issued on March 6, 2025. The Landlord's undertaking to expedite the process of eviction of the Tenant was part of that consent order. The Landlord submits that further delay of their application is very prejudicial to their interest, in light of their undertaking in February 2025.
8. I find that the Tenant has had over six months to prepare for this hearing and obtain a legal representative. The matter has already been rescheduled once. The Tenant has known the allegations against her for that lengthy period of time. I find that it is prejudicial to the Landlord to further delay hearing of this application.

Landlord's Application:

Voiding period

9. The Landlord's witness, R. Alim (RA), is a tenant in the residential complex. RA testified about a loud noise incident in the hallway of the residential complex on April 9, 2025 in which they heard the Tenant loudly yelling that day. They submitted into evidence a video of the incident taken from a hallway camera.
10. Consequently, the Landlord alleges that the Tenant did not stop the conduct or activity, nor did she correct the omission within seven days after receiving the N5 notice of termination, and therefore the Landlord alleges that the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Evidence

11. The Landlord's witness, S. Sasa (SS) is an employee of the Landlord who works in the residential complex. SS submitted into evidence a number of letters, dated different dates in January and December 2024, and also in March 2025, in which the Landlord wrote to the Tenant advising her of complaints made about the Tenant making noise that disturbed residents of the residential complex, or that guests or occupants of the rental unit knocked on resident doors for no reason. She also submitted into evidence an email dated April 24,

2025, from the Landlord's employees to the Landlord's legal representative, informing him that the Landlord had to adjust the Tenant's entry door because it regularly gets loose as a result of slamming. SS said that the Landlord receives numerous complaints, from different tenants, about noise emanating from the Tenant's unit. SS said that she, personally, has heard the Tenant yelling, and she receives complaints about twice a month about yelling of the Tenant or her child.

12. RA lives on the same floor as the Tenant. RA said that he installed a door camera because of repeated incidents with the Tenant in the hallway. RA said that on April 30, 2024, an altercation with the Tenant resulted in her falsely accusing RA of assault. RA said that he agreed to a peace bond because RA could not afford a lengthy trial, but then he installed a door bell camera afterwards that points into the hallway to capture incidents involving the Tenant making a disturbance. RA submitted into evidence videos that capture the Tenant or her child screaming on October 3, 2024, and on October 12, 2024. In the latter video they can be heard screaming racial insults about RA.
13. RA said that there have been ongoing incidents of yelling, and that he hears the Tenant or her occupants screaming almost every day, and sometimes multiple times per day. He said that it disturbs his work, which he carries out from home. He said that he has been awakened from his sleep in the middle of the night by the yelling. RA said that the Tenant has also provoked him into altercations since he signed the peace bond. He said that he believes the Tenant is attempting to have RA breach his peace bond.
14. RA said that he finds the Tenant's behaviour very distressing and harassing, and it substantially interferes with his reasonable enjoyment of the residential complex. He said that the behaviour has been going on since he moved in three years ago.
15. The Tenant said that RA's evidence about the assault incident is a lie. She said that RA came to her door, and that he had previously threatened her with a hammer. She said that RA pushed her into her own unit and then grabbed her by the hair.
16. The Tenant said that her son, 11 years old, has epileptic seizures and frontal lobe issues, and his disability causes learning problems and aggression. She did not have any documentary evidence of her son's condition.
17. The Tenant admits that her son sometimes "gets angry" and it leads to yelling, but then it stops. She said that she, herself, yells because she has anxiety and depression for which she takes medication, and she frequently feels frustration about taking care of her child with his disability.
18. The Tenant said that she has not approached the Landlord to ask for any accommodation because she was not aware she could do that. She also admits that she has not tried to get legal assistance to date.
19. The Tenant said that she struggles with her own mental health, and she has been trying to take care of her own mother. She said that she is a single mother, and she has lived in her unit for 15 years. The Tenant said that her income is OW of \$1,057.00 per month, as well as a child tax credit of approximately \$1,300.00 per month. Her rent is \$1,155.00 per

month, which is about half of her income. She said that it would be very difficult to move, and she fears being homeless.

20. The Landlord submits that the Tenant should be evicted. They submit that the Landlord has repeatedly asked the Tenant if she requires any accommodation, and she has never replied, nor has she disclosed to the Landlord any grounds for accommodation. They also submit that the Tenant's behaviour has led RA to fear for his own safety and it is unfair that he and other tenants have to endure the Tenant's behaviour on a regular basis.

Reasons and Analysis:

21. Section 64 of the *Residential Tenancies Act, 2006* (the 'Act') permits a landlord to give a tenant a notice of termination of the tenancy if the conduct of the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex by the landlord or another tenant.
22. I find, on a balance of probabilities, that the Landlord has proved that the conduct of the Tenant and occupants of the Tenant's unit have substantially interfered with the reasonable enjoyment of the residential complex by the landlord and other tenants by yelling and screaming and creating disturbances in the hallways at all different hours of the day and night, for the reasons that follow.
23. The Landlord's evidence, testimonial and video, shows that the Tenant or her son frequently scream loudly in the hallway, or they yell threatening and/or loud insults in the hallway about other residents of the building. The Tenant admits that she gets angry and frustrated about her son's condition, and that he, and she, often yell loudly as a result of their anger. RA testified that the noise is frequent, and it could be at any hour of the day or night, sometimes waking him up or disturbing his work. I find that RA's testimony was supported by the video evidence, as well as SS's evidence that the Landlord receives frequent complaints from various tenants. The Tenant essentially admits to the behaviour alleged by the Landlord.
24. The Landlord's evidence, supported by video evidence, is that there was a loud yelling incident during the voiding period of the N5 notice of termination, on April 9, 2025. Therefore, I find that the Tenant did not void the N5 notice of termination.
25. Having found that the Landlord has proved their application, on a balance of probabilities, it is before me to determine the appropriate remedy. The Landlord has requested eviction.

Section 83 Considerations:

26. In the *Human Rights Code*, R.S.O. 1990 ('HRC'), a Landlord has a duty to accommodate their Tenant to the point of undue hardship because of their disabilities, pursuant to subsection 2(1) and 17(1) of the HRC.
27. The Tenant testified about her son's disability, as well as her own mental health disability, though she had no documentary evidence to support it. Nevertheless, I find that even were I to accept that the Tenant has a disability under the HRC that requires

accommodation, the Landlord has accommodated it to the point of undue hardship for the reasons that follow.

28. The Tenant did not request any specific accommodation. However, the Landlord agreed to settle an application brought by a tenant against the Landlord, at a significant financial cost to the Landlord, because of the Tenant's noise and interference on the residential complex. One of the conditions in that settlement was that the Landlord had to serve the Tenant with a termination notice, which the Landlord did, in April 2025.
29. Since the Tenant did not void the termination notice, the Landlord followed through with an application and hearing, which created further effort and expense for the Landlord. The interim period between service of the notice and the hearing date, a period of five months, provided the Tenant a further opportunity to diminish the amount of noise and disturbance that she was creating in the residential complex, or to obtain assistance with her stated personal and parental challenges. Yet the notice to terminate, and the following period of five months, did not help alleviate the situation. The Landlord's evidence is that the situation did not merely fail to improve, but the disturbances continue on a regular, even daily basis.
30. Consequently, I find that the Landlord has suffered the undue hardship of repeated legal proceedings, legal expenses, and disturbance to its other tenants even after giving the Tenant further opportunities to rectify her and her child's behaviour. The Tenant has failed to get any assistance in controlling the behaviour, she has failed to disclose any specific need or type of accommodation despite the Landlord's direct requests for her to do so, and she has failed to control the behaviour which continues unabated. I find that a conditional order would not likely be complied with, nor would it be successful, and it would create further hardship for the Landlord.
31. Based on the monthly rent, the daily compensation is \$36.46. This amount is calculated as follows: $\$1,108.88 \times 12$, divided by 365 days.
32. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
33. I have considered all of the disclosed circumstances above in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act for the following reasons. While I find that eviction is the appropriate remedy, I also find that the tenancy has been lengthy, and the Tenant has a number of challenges ahead in finding a new place to live. She has a very limited budget, and two dependent children, and she will require a bit more time to find elsewhere to live.

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 February 28, 2026.

2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, 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 March 1, 2026.
4. If the Tenant fails to vacate the rental unit on or before February 28, 2026, the Tenant shall pay the Landlord compensation of \$36.46 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord shall apply the last month's rent deposit held on behalf of the Tenant to the monthly rent for February 2026. They shall also pay to the Tenant any interest owing on the rent deposit, and the interest will be deducted from the amount owing by the Tenant.
7. Either party owing a balance shall pay the other the balance amount owing on or before February 28, 2026, otherwise they will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Nancy Morris
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 September 1, 2026 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.