



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

File Number: LTB-L-060343-25

In the matter of: # 2, 339 Christie Street
Pembroke ON K8A4R6

Between: Darryl Thrasher Landlord

And

Randy Trotter Tenant

Darryl Thrasher (the 'Landlord') applied for an order to terminate the tenancy and evict Randy Trotter (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. (L2 application)

This L2 application was heard by videoconference on November 4, 2025.

Only the Landlord attended the hearing.

As of 10:10 am, 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. I confirm that no one for the Tenant appeared in the videoconference room for the duration of the full-day hearing block.

The Landlord stated he contacted the Tenant on Saturday, November 1, 2025 about this hearing and further, he left a copy of the Notice of Hearing at the Tenant's door. In my view, this additional effort by the Landlord indicated the Tenant was fully aware of this scheduled hearing.

As a result of the foregoing, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the termination will be on January 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed and the tenancy is still an active one as of the time of this hearing.
3. Neither party made any disclosure (possible evidence) to the LTB in respect of this case file.

4. N5 Notice of Termination :- On June 1, 2025, the Landlord served the Tenant a first, voidable N5 notice of termination. The allegations in the first N5 notice set out undue behaviour (yelling, screaming, threats) by the Tenant on May 29, 2025 and May 31, 2025.
5. If the first N5 notice was voided successfully, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (the 'Act').
6. On June 12, 2025, the Landlord served the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: on June 7, 2025, the Tenant was again "yelling and screaming".
7. As a preliminary issue, I advised the Landlord this second N5 was based on a behaviour/action allegedly done by the Tenant on June 7, 2025, but this was not a full seven days from the service of the first N5 notice.
8. Consequently, the second N5 notice itself is not statutorily compliant with the Act. The Landlord accepted that the second N5 notice was being dropped from this hearing as he stated the Tenant's behaviours and conduct since the issuance of the first N5 notice continue to be the same.
9. The Landlord testified about Tenant's ongoing undue behaviours and conduct since the issuance of the first N5 notice. The Landlord submitted that the Tenant has never modified or corrected his offensive and threatening actions, so in his view, the first N5 notice has never really been voided.
10. The Landlord testified that since May 2025, the Tenant has continued to yell, threaten and verbally abuse (offensive language) the lower tenant who is a senior lady. The Landlord indicated the police were called to the unit, but he did not provide any submission on what exactly transpired.
11. In July 2025 and August 2025, the Landlord testified that he gave prior 24-hour notices to enter because of a leak from the rental unit (causing water damage) and both times the Tenant refused to allow the Landlord into the rental unit.
12. On October 26, 2025, the Landlord testified that he had to attend the rental unit building because of a sewage backup. He stated he came with a plumber to deal with the backup and the Tenant was heard yelling loudly from inside his unit. The Landlord indicated he was inside the unit below with the senior tenant and they were both taken aback by the loudness and content of the Tenant's yelling and swearing.
13. Thus far, the Landlord confirmed the Tenant has not assaulted him or anyone else, but certainly the Tenant's yelling outbursts and confrontational threats have remained a real concern for him and the senior tenant who lives below the unit.
14. The Landlord confirmed his request of the LTB that the tenancy be terminated. He explained that the tenancy is a longstanding one (some ten years) and that payment of rent has never been an issue (ODSP pays the rent for the Tenant). The Landlord confirmed that he is not aware of any specific medical or other circumstance that would deny or postpone the termination of the tenancy.

15. Based on the uncontested submissions, I find the first N5 notice was never successfully voided.
16. Further, I find the Tenant has taken undue and threatening actions against the downstairs tenant (in the unit immediately below the rental unit), and has continued to make undue disturbances as recent as October 26, 2025. I find the initial and continual conduct and disturbances have substantially interfered with the Landlord's and the other tenant's reasonable enjoyment of the residential complex.
17. I also find the Tenant's conduct of refusing the Landlord entry into the unit in July 2025 and August 2025 has substantially interfered with a lawful right, privilege or interest of the Landlord.
18. Relief from eviction :- 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 not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated in a final way as of January 31, 2025.
2. The Tenant must move out of the rental unit on or before January 31, 2026.
3. If the rental unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after February 1, 2026.
5. The Tenant shall pay to the Landlord \$201.00 for the cost of filing the L2 application.
6. If the Tenant does not pay the Landlord the full amount of \$201.00 owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026

Date Issued

Alex Brkic

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 August 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.