



Order under Section 69 Residential Tenancies Act, 2006

Citation: Indwell Community Homes v Dudley, 2026 ONLTB 1836

Date: 2026-01-09

File Number: LTB-L-074539-25

In the matter of: 204, 730 Dundas Street
London ON N5W2Z4

Between: Indwell Community Homes Landlord

And

Jordan Dudley Tenant

Indwell Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Jordan Dudley (the 'Tenant') because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on December 16, 2025.

The Landlord's agent, Lynette Lewis, and the Tenant's support people, Paige LaPier and Katie Littlefair, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy will continue with certain conditions placed on the Tenant.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 5, 2025, the Landlord gave the Tenant an N7 notice of termination alleging that the Tenant had:
 - a) Removed and damaged a CCTV surveillance camera in the hallway outside of the rental unit
 - b) Removed smoke detectors in the rental unit
 - c) Verbally harassed staff
 - d) Granted access into the residential complex to trespassed individuals

4. The Landlord's agent stated that on July 15, November 12, 2024, February 2 and August 12, 2025, housing support workers discovered that the Tenant had removed smoke detectors in the rental unit. She stated that caused a serious safety concern not only for the Tenant but to other residents in the building.
5. The Landlord's agent stated that on August 16, 2025, the Tenant removed a CCTV security camera from the wall in the common hallway across from the Tenant's unit. This created a serious safety issue because the Landlord's staff required the CCTV camera in order to monitor the building for safety concerns. The Landlord's agent produced two videos showing the Tenant removing the CCTV camera [Doc 6949392, 6949398].
6. The Landlord's agent stated that on August 20, 2025, the Tenant was verbally aggressive towards the Landlord's staff, using profanities and derogatory language. She stated that she has observed the Tenant pounding on the office door on numerous occasions and that while he has not physically attacked any of the Landlord's staff, the staff are concerned that his behaviour will escalate into physical violence.
7. Based on the evidence before me, I find that the Tenant has seriously impaired the safety of other residents by removing smoke detectors in his unit and removing a CCTV security camera from the common hallway of the residential complex. This conduct occurred in the residential complex.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

9. The Landlord's agent stated that the Landlord did not wish to terminate the tenancy but rather place conditions on the Tenant with a view to ensuring safety of the Landlord's staff and other residents. As such, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of six months, commencing on January 9, 2026 up to and including July 9, 2026, the Tenant shall:
 - a) not cause any damage to the rental unit and the residential complex, including but not limited to, removing CCTV security cameras from the common areas of the residential complex;
 - b) not remove or tamper with smoke detectors in the rental unit
 - c) refrain from any aggressive behaviour towards the Landlord's staff, including but not limited to uttering profanities, yelling, swearing or exhibiting behaviour that could be deemed threatening.

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 *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within thirty (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 January 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 15, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Karen Gonçalves
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.