



Order under Section 69 Residential Tenancies Act, 2006

Citation: Municipality of Chatham-Kent Housing Services v Anderson, 2026 ONLTB 2094

Date: 2026-01-09

File Number: LTB-L-068500-25

In the matter of: 225, 99 MCNAUGHTON AVE W
CHATHAM ON N7L4P4

Between: Municipality of Chatham-Kent Housing Services Landlord

And

David Anderson Tenant

Municipality of Chatham-Kent Housing Services (the 'Landlord') applied for an order to terminate the tenancy and evict David Anderson (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

This application was heard by videoconference on December 9, 2025.

Only the Landlord's Agents, Sherri Gray and Geoff Beckett, and the Landlord's witness, Cynthia Lanoue ('CL'), attended the hearing.

As of 11:32 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 16, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on July 17, 2025, with a termination date of August 6, 2025 (the 'N5 Notice'). In summary, the N5 Notice alleges that the Tenant has propped open the rental unit door as well as the exterior doors of the residential complex on various occasions throughout the

months of June and July 2025. In addition, it was alleged that the Tenant's rental unit was in a substandard state of cleanliness and organization and the Tenant had covered the light fixtures and vents in the rental unit as well as hung various items in the balcony area of the rental unit that were not permitted.

4. The Tenant did not stop the conduct or activity described in the N5 Notice within seven days after receiving the notice. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Landlord's Evidence

5. The residential complex is a social housing complex that provides rent-geared-to-income housing. There are approximately 120 rental unit in the residential complex.
6. CL works as a case manager for tenants in the residential complex. As part of her role, she supports tenants and handles tenant complaints.
7. CL stated that she has known the Tenant for approximately 10 years. It was her evidence that a number of complaints were received from other tenants and it was also reported by other staff members, as well as seen by herself, that the Tenant frequently props the rental unit door open and has propped open exterior doors of the residential complex. CL stated that this was a fire safety issue as the doors to the rental units are fire-rated and they must be kept closed at all times. The dates of these occurrences set out in the N5 Notice were taken from the complaints and reports received. Various emails and photos that corresponded with the dates set out in the N5 Notice were tendered as evidence.
8. After the N5 Notice was served, it was CL's evidence that the Tenant did not void the notice and continued with the same conduct during the voiding period, being from July 17, 2025 to July 23, 2025. In this regard, an email from the Tenant's neighbour, dated July 20, 2025, was tendered as evidence. In the email, the neighbour reported that the Tenant had propped open the door with a small suitcase. A photo of this was also included in the email. In addition, CL received a report from the building attendant that on July 23, 2025, at approximately 2:53 a.m., the Tenant had their door propped open.
9. With respect to the unit condition issue, it was CL's evidence that the rental unit was inspected on July 10, 2025 and she noted that the rental unit was dirty and cluttered and that the Tenant had covered the light fixtures, vents and exhaust fans with papers. Photos of the Tenant's rental unit were tendered as evidence in support of CL's testimony.
10. Another inspection was conducted on July 24, 2025 by CL. It was CL's evidence that there were some improvements in the kitchen and bathroom areas but that there was still a lot of clutter in the unit. Photos of the inspection were tendered as evidence in support of CL's testimony.
11. CL stated that fire services attended the rental unit on September 12, 2025 and it was noted that the smoke detector was removed and that the light fixtures were still covered and that pathways were cluttered. During the inspection by fire services, the Tenant was told by fire services that he needed to remove the coverings from the light fixtures and make sure there were clear paths in the rental unit.

12. CL inspected the rental unit the week prior to the hearing and stated that the condition of the rental unit had only gotten worse and stated the unit was more difficult to manoeuvre and there was a lot of garbage in the unit.
13. When asked what efforts the Landlord had made to assist the Tenant, CL stated that there was a strategy meeting on September 23, 2025, which was a meeting with agencies in the community. From this meeting, it was decided that CMHA was going to connect with the Tenant and a CMHA worker did meet with the Tenant on October 2, 2025. During the meeting, the outcome of the strategy meeting was discussed with the Tenant and the Tenant was told he could obtain counseling through family service, which he agreed to. Thereafter, a mental health care coordinator from CMHA and CL attended the rental unit on October 31, 2025. However, the Tenant did not want them to enter the rental unit. A conversation was had at the Tenant's door and the services and what CMHA could offer were explained to the Tenant. However, the Tenant did not want to engage. CL stated that she has followed up with CMHA since and she was advised that a CMHA worker has reached out to the Tenant twice, but the Tenant has not replied.

Analysis

14. Based on the uncontested evidence of CL, I find, on a balance of probabilities, that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant in the residential complex by: i) propping open the rental unit door and exterior doors of the residential complex; ii) keeping the rental unit in a substandard state of cleanliness and organization; and iii) covering the light fixtures, vents and fans in the rental unit. This conduct presents health and safety issues for the Landlord and other residents of the residential complex.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction / Section 83 of the Act

16. The Landlord's Agent requested termination as soon as possible on the basis that the Tenant's conduct and unit condition had not improved. As the Tenant was not present to speak to their circumstances, the Landlord's Agent was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlord's Agent submitted that the Tenant is a senior citizen but that they did not have any mobility issues that they were aware of and appeared to be very mobile. It was also submitted that the Tenant has been living in the rental unit since 2011 and that his rent is \$619.00 per month.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Tenant's age, length of their tenancy and the amount of rent they pay, and find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. I do not doubt that the Tenant will have some difficulty in finding similar housing that is affordable and so this postponement will give the Tenant some additional time to find a new home and move out.

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. 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 February 28, 2026, the Tenant 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

Rachel Gibbons
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.