



JAN 09, 2026

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

Citation: Greater Sudbury Housing Corporation v Bradley, 2026 ONLTB 2404

Date: 2026-01-09

File Number: LTB-L-024579-25

In the matter of: 205, 166 LOUIS ST
SUDBURY ON P3B2H3

Between: Greater Sudbury Housing Corporation Landlord

And

Erik Bradley Tenant

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Erik Bradley (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 August 11, 2025.

The Landlord's Agent, Rebecca Osmond, and the Tenant 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, I find it fair to grant relief from eviction on the conditions ordered below.
2. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On January 30, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The N5 notice alleged the Tenant was substantially interfering with other tenant's reasonable enjoyment of the residential complex by failing to manage the behaviour of the Tenant's guests. Therefore, 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* (Act).
5. On March 18, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: Tenant is substantially interfering

with another tenant or the Landlord's reasonable enjoyment of the residential complex or a lawful right, privilege, or interest by allowing known trespassed individuals into the residential complex.

6. The Landlord's Agent, Rebecca Osmond ("RO") testified that the Tenant was made aware that a "Jason Gauvreau" ("JG") was not permitted in the residential complex on January 2, 2025. RO testified that JG is known to be aggressive, especially toward staff, and has been trespassed by the Landlord from the residential complex. RO testified that this has been communicated to the Tenant as well as the Tenant's Public Guardian and Trustee ("PGT" worker). RO testified that after January 2, 2025, JG was observed on 2 separate occasions in March 2025 entering the Tenant's unit.
7. The Tenant testified that he let JG into the residential complex twice, but he was unaware that JG was in trouble with the Landlord because JG lied to the Tenant. The Tenant testified that he has not let JG into the residential complex since March 2025 and will not let him in again.
8. I am satisfied based on the evidence before me that the Tenant substantially interfered with the Landlord's lawful right, privilege, or interest by allowing JG into the residential complex.
9. Here, I find that although there were not any issues on the 2 separate occasions in March 2025 when JG was let into the residential complex by the Tenant, there was the risk of this occurring. I am satisfied that the Landlord had a history of aggressive interactions with JG and the Landlord's staff and the Landlord attempted to mitigate the risk to the Landlord's staff by taking the steps to trespass JG from the residential complex. The Landlord's risk mitigation was effectively nullified by the Tenant when the Tenant knowingly allowed JG into the residential complex.
10. I am satisfied that JG is aggressive toward the Landlord's staff and the Landlord has a lawful right in having JG trespassed from the residential complex which the Tenant has substantially interfered with by allowing JG into the residential complex.

Relief from eviction

11. The Tenant testified that other than the two incidents in March forming the second N5, he has not allowed JG into the residential complex. The Tenant testified that he understands not to allow JG into the residential complex and will not do so. The Tenant was open to a conditional order reflecting the same.
12. The Landlord was seeking eviction but was open to allowing the Tenant to the end of September 2025 to find a new rental unit.
13. The Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."

14. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
15. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
16. Here, I am satisfied that the Tenant understands allowing JG into the residential complex was a mistake and will not do it again, in fact he has not done it again since the second N5 notice was issued.
17. As such, 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 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.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 the period of one year commencing January 9, 2026, the Tenant shall not substantially interfere with the Landlord's lawful right, privilege, or interest by allowing Jason Gauvreau into the residential complex or the Tenant's rental unit.
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 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.