



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Muskoka Hills Retirement Villa v Bowins, 2026 ONLTB 2647

Date: 2026-01-07

File Number: LTB-L-075346-25

In the matter of: W213, 690 MUSKOKA RD 118 W
BRACEBRIDGE ON P1L0M2

Between: Muskoka Hills Retirement Villa

Landlord

And

Daniel Bowins

Tenant

Muskoka Hills Retirement Villa (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Bowins (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

Muskoka Hills Retirement Villa (the 'Landlord') also applied for an order requiring Daniel Bowins (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 18, 2025.

Only the Landlord's Agent, Krista Payton, attended the hearing.

As of 11:26 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 in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenant under s. 83(1) of the

Residential Tenancies Act, 2006 (the 'Act'). Therefore, the tenancy between the Landlord and the Tenant will continue subject to the conditions outlined below

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's L2 application is based on two N5 notices. The Landlord served the Tenant with these two notices as follows:
 - On July 30, 2025, a voidable N5 Notice of Termination ("N5 notice") to end the tenancy as the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person. The N5 notice alleged that the Tenant on June 8, 2025, and July 22, 2025 the Tenant was aggressive to other tenants by yelling at them and the former incident by yelling on tenants and staff in the common dining area.
 - Pursuant to subsection 68(1)(b) of the *Residential Tenancies Act, 2006*, (the 'Act'), on August 22, 2025, a second non-voidable N5 Notice of Termination ('2nd N5 notice') to end the tenancy as the Tenant or someone visiting or living with the Tenants had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person, was mailed to the Tenant, and a termination date of September 5, 2025. The 2nd N5 notice alleged that on August 29, 2025, during dinner the Tenant was witnesses passing remarks to another two residents, making other tenants feel uncomfortable, along with yelling in the dining room.
4. Subsection 64(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
5. The Landlord's application is based on a 2nd N5 notice of termination given under section 68(1)(b) of the Residential Tenancies Act, 2006 (the "Act").
6. Based upon the uncontested evidence of the Landlord's Agent, I find on a balance of probabilities that the acts alleged in the 2nd N5 notice were committed by the Tenant, in the residential complex. The Landlord's Agent's (Krista Payton) uncontested evidence was that these acts substantially interfered with the other tenants and the Landlord. I therefore find on a balance of probabilities that the acts substantially interfered with the Landlord and other tenant's reasonable enjoyment of the residential complex.

7. The Landlord's Agent testified that the Tenant often exhibited aggressive behaviour towards other tenants and staff and yelling and screaming in the common area specifically the dining area.
8. The Landlord's Agent further submitted that the Landlord was no longer seeking, the monetary damage claim at this time, and hence that claim for monetary damages was withdrawn by the Landlord, which I consented to the same.
9. The Landlord's Agent testified that there had been complaints from other tenants, which there are 85 residents of this residential complex. The Landlord's Agent submitted documentary evidence of the Landlord's complaints as outlined in the Landlord's 2nd N5 notice.
10. A notice under section 64 is an initial "voidable", meaning that the Tenant had seven days to cease the behaviour outlined in the notice, and therefore render the N5 in effective to terminate the tenancy.
11. Based on the uncontested evidence before the Board, on a balance of probabilities, I find that the first N5 was not voided, which permitted the Landlord to proceed with the 2nd N5 notice. Hence, the 2nd N5 notice may therefore sustain a termination of tenancy.
12. Moreover, based on the uncontested evidence before the Board, on a balance of probabilities, I find that the Tenant's aggressive behaviour and yelling outbursts as outlined in the Landlord's 2nd N5 notice, substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex and another tenant's lawful rights, privileges or interests.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord sought a standard eviction of the Tenant. However, after considering all of the disclosed circumstances in accordance with subsection 83(2) of the Act, 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. The Tenant is senior long term tenant residing in a seniors residential complex.
15. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
16. This order, with specific conditions that are required for the Tenant to comply with to continue their tenancy.
17. The Tenant must choose between keeping his home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.

18. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

19. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall cease all aggressive behaviour, specifically yelling and screaming directed at other tenants, staff or agents of the Landlord on the residential complex for a period of 12 months commencing February 1, 2026, to January 31, 2027.
3. If the Tenant fails to comply with the condition 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 also 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026, at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Panagiotis P. Roupas
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.