



Order under Section 69 Residential Tenancies Act, 2006

Citation: DTSSAB v Long, 2026 ONLTB 919

Date: 2026-01-09

File Number: LTB-L-077749-25

In the matter of: 504, 25 Tweedsmuir Avenue
Kirkland Lake ON P2N3M8

Between: DTSSAB Landlord

And

Carrie Long Tenant

DTSSAB (the 'Landlord') applied for an order to terminate the tenancy and evict Carrie Long (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 17, 2025.

The Landlord's Agent, Candice Danchuk, 4 witnesses for the Landlord, Erin Walker (EW), Eric Whelan (EW2), Norma Cale (NC), and Rolly Sabouris (RS), the Tenant's support person, Rebecca Carlson (RC), and the Tenant attended the hearing.

Determinations:

Preliminary matter: Tenant request for an adjournment

1. The Tenant and her support person, RC, requested an adjournment of the hearing.
2. The Tenant indicated that she was unprepared for the hearing due to unforeseen circumstances, which she stated included distractions at her residence, including the presence of a tractor outside her residence at the time of the hearing and the presence of maintenance people at her unit the evening before the hearing. She stated that she had no evidence to present, nor witnesses present. She did not indicate what her evidence witnesses her witnesses would present. The Tenant further indicated that her cellphones had broken, and she could not get pictures from her phone loaded into the portal – pictures she intended to produce as evidence. It was not clear what the purpose of the pictures would be regarding the issues before the Board. The Tenant also stated that her mental

health had deteriorated, and she had been working with a mental health worker who was present at the hearing.

3. The Landlord objected to an adjournment. She indicated that she had met with the Tenant and her support worker regarding rental unit issues until the Tenant revoked her consent to the worker having conversations with the Landlord. Regarding the pictures from the Tenant or other evidence, the Landlord indicated that her office is located 2 minutes from the Tenant, and the Tenant could have provided evidence at any time since being served with the notices up to the date of the hearing. Further, the Landlord expressed concern about the postponement of the hearing as she felt there were multiple safety risks relating to the Tenant's unit, caused by the Tenant, which affected other units and tenants in the complex. The Landlord was prepared to proceed with the hearing and had four witnesses present.
4. The Board notes that the first N5 was served on the Tenant July 16, 2025, and the second N5 was served on the Tenant on August 1, 2025. The Notice of Hearing was provided to the Tenant on September 27, 2025. The Tenant had several months to prepare for this hearing and to provide any documentation on which she wished to rely. She also had the assistance of a case worker available and the opportunity to engage with the Landlord regarding these issues through her case worker until she revoked her consent to do so. Although the Tenant's support person indicated that she was sick with a cold and could not help the Tenant at the hearing, she (the Tenant's support person) remained online for at least part of the hearing. She indicated that her role with respect to this hearing was to prepare an impact statement and to be emotionally supportive, not to provide testimony.
5. In considering whether to grant an adjournment, I am guided by Interpretation Guideline 1. I am satisfied that the Tenant received sufficient notice of the hearing and has had the opportunity to prepare her evidence and submissions, summons witnesses, and obtain legal advice if she wished. In addressing the specific factors to be considered in deciding on granting an adjournment, I note as follows:
 - The Tenant's reasons for the adjournment did not provide information which suggests she could not have presented her case at the hearing either on her own, or with the assistance of her worker, or that she had insufficient time to prepare for the hearing;
 - The Landlord indicated that there are safety concerns with delaying the matter further which impact other tenants and the rental premises, namely flooding, which she submitted established prejudice if the hearing is delayed;
 - The LTB has an obligation to adopt the most expeditious method of determining the questions arising in a proceeding and affords all persons an adequate opportunity to know the issues and be heard on the matter. The Landlord was ready to proceed and had 4 witnesses in attendance. The Tenant was fully aware of the case which had to be met.
6. The Board finds that the Tenant has not provided exceptional circumstances which would justify granting an adjournment. The Tenant has had sufficient time to prepare for the hearing and the Board's policy of expeditious hearings further suggest this is the appropriate way to proceed.

7. Based on all of the above-noted circumstances, the request for an adjournment is denied.
8. The Tenant's support person noted that after the ruling to deny the adjournment request and to continue with the hearing, the Tenant dropped out of the hearing. The Board asked her to contact the Tenant and advise her again that the hearing would be proceeding with or without her. The Tenant did not rejoin the hearing, but RC remained on the line for part of the hearing, and asked if she could take notes of what was going on.
9. I note that after the completion of the hearing on its merits, that although the Tenant dropped out of the hearing, during the time the hearing was proceeding (approximately 11:45 a.m. to 12:25 p.m.) the Tenant uploaded pictures to the portal. She continued to upload pictures until December 22, 2025. It is apparent from the Tenant doing this, that she had the ability to upload evidence to prepare for the hearing. The Tenant's actions demonstrate an ability to proceed with the hearing.

Hearing

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, termination of the tenancy and eviction is ordered.
11. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

12. On July 16, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served on July 16, 2025. This N5 alleged that the Tenant had spray painted dark graffiti in the living room of the unit, contrary to the rules of the Landlord, had emailed staff using profane language, and indicated she would be placing her fridge and stove in the hallway of the complex, which is a safety violation. The Tenant was further alleged to have played loud music and yelled during the hours of 11:00 p.m. to 2:00 a.m., affecting the other tenants and to have accused other tenants of tampering with the electricity in the building. These events were alleged to have occurred July 15 and 16, 2025. Having given this N5, 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).
13. On August 1, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on August 6, 2025. The notice of termination contains the following allegations which occurred from July 25 to August 1, 2025, after the voiding period of the first notice: the Tenant
 - continued to store items in the hallway, despite being advised it was a safety code violation;
 - contacted a contractor directly to have the boiler system checked, contrary to the procedures of the Landlord;
 - was rude to staff and contractors when they were trying to assist her;
 - called the police and ended up yelling at them;
 - was verbally abusive towards staff and contractors;
 - defaced the Landlord's property;

- contacted the emergency after hours number on multiple occasions for non-urgent matters;
- was verbally abusive to another tenant on July 31, 2025; and
- continued to blare music during all hours of the night.

14. The Landlord called several witnesses to provide testimony regarding the incident in the N5. NC testified that she has worked for the Landlord for 15 years, first as a housing maintenance supervisor, and for the past three and a half years in a maintenance role. NC testified that she is familiar with the Tenant and indicated that the Tenant moved into the unit on June 1, 2025.

15. NC testified that there are procedures for Tenants to follow when they have maintenance or repair concerns. The office is to be notified as maintenance concerns and repairs are tracked to enable decisions to be made regarding ongoing maintenance needs and projects. NC also testified that tenants are not to contact the inspectors or contractors directly. The Tenant contacted an inspector on July 25, 2025, with concerns regarding hot water tanks on the roof, an inspection was done, and no concerns were identified. The Tenant also contracted plumbers and electricians directly. NC testified that contractors have reached out to her regarding the Tenant contacting them directly and have indicated that they find it to be borderline harassment.

16. NC detailed other concerns regarding the Tenant: the Tenant

- called the emergency after hours number, advising that she was going to flood her unit because her feet were burning, and that she was going to pull the fire alarm;
- reported gas fumes entering her premises, which NC noted was impossible because heating in the unit is electrical;
- On August 9, August 26, October 28, and December 7, 2025, flooded her unit, resulting in damage to the unit below hers;
- On December 16, the night before the hearing, called the emergency number again saying her tub was plugged;
- made roughly 10 to 12 after hours calls for situations which were not emergencies since moving into the unit (June 2025); and
- continued to leave items in the hallway, mostly her bike, but sometimes garbage and other items.

17. NC testified that the Tenant's actions have flooded the unit below her unit five times. The tenant in the flooded unit is 80 years old, walks with a walker, and is very distraught and emotional when NC goes to see her, and says that she is afraid to leave her unit in case something else happens.

18. NC testified that the Tenant's behaviour has impacted the contractors who work for the Landlord, noting that several have refused to attend the Tenant's unit by themselves, and one indicated they would no longer do work at the Tenant's premises. They do not like being contacted directly by the Tenant who treats them disrespectfully.

19. Witness EW, a program assistant for maintenance, testified to receiving phone calls from other tenants daily complaining about the Tenant's music, hammering, banging, giving tenants the finger, and verbally accosting them.
20. Witness EW2, a maintenance custodian, testified that since July 25, 2025, the Tenant has continued to leave items in the hallway, including her bike, garbage, and at times a fridge, stove, and futon. He noted that these are a fire hazard in the hallway and are contrary to safety codes. He further indicated that the Tenant accused him of stealing from her when he was in the unit, and as a result he cannot go in there alone.
21. Another tenant of the complex, RS, testified that the Tenant interacted with him on August 1, 2025, by running naked into the common room where he was sitting, yelling at him and accusing him of raping her. Five days later the Tenant apologized to him for the accusation, but this incident left RS feeling vulnerable and worried.
22. As a result of the Tenant's actions, the Landlord authorized locking the common rooms.
23. The Tenant's support person was asked if she wanted to question the witnesses, but there was no response, and it appeared that she had dropped off of the call.
24. The Landlord's testimony established that the Tenant has engaged in conduct which has substantially interfered with the reasonable enjoyment of the premises by other tenants and the Landlord's reasonable enjoyment of the premises. The Tenant has caused stress on the staff through her disrespectful and abusive behaviour, damage to her own and another unit on multiple occasions, concern amongst other tenants, and concern regarding fire code violations. The Tenant has not changed her behaviour despite being given many opportunities to do so. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord, as they must continually answer the emergency line for non-emergencies (creating extra staff time), deal with their contractors who do not want to come to the unit, requiring police attendance for minor issues, and field many calls from upset tenants.

Costs

25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

26. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I note that at the date of the hearing, the Tenant had only been residing in the premises for approximately six months. During that time there had been multiple issues, and there is no evidence before me that the Tenant addressed any of them. The Landlord is concerned about the impact of the ongoing flooding incidents on another tenant, and also the damage it causes structurally to the rental complex. The Landlord's attempts to engage the Tenant in addressing these matters have not been successful. I am not confident that a conditional order would be successful in the Tenant addressing the issues raised by the Landlord. The fact that there

was a flooding incident, and an emergency call the night before the hearing, further suggest that this behaviour will be ongoing.

27. The Tenant did not provide any testimony which supports granting relief from eviction, although she was present at the start of the hearing and could have stayed on throughout the hearing to participate. As noted above, when I reviewed the portal, although the Tenant dropped out of the hearing, during the time the hearing was proceeding (approximately 11:45 a.m. to 12:25 p.m.) she was uploading pictures to the portal. She continued to upload pictures until December 22, 2025. It is apparent from the Tenant doing this, that she had the ability to upload evidence in order to prepare for the hearing. The Tenant's actions demonstrate an ability to proceed with the hearing, but chose not to.

28. This order contains all of the reasons within it. No further reasons will be issued.

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 January 20, 2026.
2. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 January 21, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. 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

Stephanie Ball

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 July 21, 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.

