



Order under Section 69 Residential Tenancies Act, 2006

Citation: GRANT v ATTARD, 2026 ONLTB 2442

Date: 2026-01-07

File Number: LTB-L-016395-25

In the matter of: UNIT 1 (MASTER BEDROOM), 147
PORCHLIGHT RD
BRAMPTON ON L6X4R7

Between: PETA-GAY GRANT

Landlord

And

DONNA ATTARD
PAUL GAY

Tenants

PETA-GAY GRANT (the 'Landlord') applied for an order to terminate the tenancy and evict DONNA ATTARD and PAUL GAY (the 'Tenant') because the Tenants, another occupant of the rental unit or someone the Tenants 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 June 12, 2025, October 16, 2025, and November 27, 2025. The Landlord, the Landlord's legal representative Kevin Josephs, the Landlord's witnesses, Jerome Philips, Laura Wallace, Tyler Chadee, the Tenants, and the Tenants' legal representative Jasleen Narula attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the parties is terminated.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 23, 2025, the Landlord gave the Tenants a voidable N5 notice of termination ("N5 Notice") pursuant to subsection 64(1) of the *Residential Tenancies Act, 2006* ('the Act'). This notice was served to the Tenants' previous legal representative. The Tenants confirmed that they had received this notice and that their legal representative had shared this notice with them. Thus, I was satisfied as to the service of this document and that the contents of this notice had come to the Tenants attention.

4. This N5 Notice details several incidents ranging from April 3, 2024, to January 5, 2025, whereby the Tenants, specifically Donna Attard, engaged in numerous conduct that includes, but is not limited to, her entering another tenant's rental unit without permission and taking pictures; taking/throwing grocery items belonging to other tenants; turning off lights to the kitchen while another tenant is cooking; refusing to let other tenants turn on lights in the residential complex; entering another tenant's unit and complaining about another tenant's footwear; smoking inside the rental unit; making racial slurs and obscenities towards other tenants; moving slippers belonging to another tenant; verbally insulting and preventing the another tenant from accessing the residential complex; directing racial slurs at the Landlord while the Landlord was vacuuming the carpet; and threatening the Landlord that the Tenants will commence LTB proceedings.
5. This N5 Notice also contained the names of the other tenants residing in the residential complex. It detailed which incident involved which specific tenant(s) and included the corresponding date and particulars concerning the conduct by the Tenants. Thus, I was satisfied the N5 Notice was valid. However, the incident of January 17, 2025, referenced on the N5 Notice does not relate to the Tenants' conduct or another occupant of the rental unit, or s person permitted into the residential complex by the Tenants. Thus, the allegation is not valid and is not considered by the Board.
6. Subsection 64(1) of the Act states:

A landlord may give a tenant a 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*.

[Emphasis added]

7. Pursuant to subsection 64(3) of the Act, a notice issued pursuant to subsection 64(1) of the Act is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission. The seven-day voiding period is from January 24, 2025, to January 30, 2025.
8. Since this is the Landlord's application, the Landlord bears the onus of proving on a balance of probabilities that the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
9. As explained below, I am satisfied the Landlord has proven their claim with respect to the incident on April 3, 2024, where Donna Attard entered another tenant's (Adeyemo Adekunle) rental unit and took pictures of this other tenant's rental unit without their permission, and not allowing another tenant (Jerome Philips) to turn on the kitchen light to cook their food on January 5, 2025. I am also satisfied that the Tenants did not void the N5 Notice. I am not satisfied as to the remaining incidents between May 14, 2024, to September 23, 2024, December 27, 2024, and December 30, 2024.

10. The Landlord testified that she had received a message from Donna Attard on April 3 2024, regarding the way in which this other tenant- Adeyemo Adekunle had kept his room. She claimed that Donna Attard also sent a picture to her of the inside of the other tenant's bedroom. A copy of this text message was filed as evidence with the Board. The text message confirms Donna Attard complaining about the way the other tenant had kept his room, and a copy of the picture that she sent to the Landlord. The text reads "*..Nigerian guy think I am joking he cannot keep his room like this*". The Landlord also claimed that Donna Attard had also sent this text message to her property manager, Tyler Chadee. The Landlord confirmed that Adeyemo Adekunle's complained of Donna Attard's behaviour of entering his bedroom without permission and that his tenancy ended at the end of April 2024.
11. The Landlord also claimed that on December 27, 2024, she received a message from another tenant in the residential complex - Jerome Philips, that Donna Attard had misplaced his slippers. She testified that on December 30, 2024, she received another text message from Jerome Philips that the Tenants had verbally assaulted him. She further claimed that she received another text on January 5, 2025, from Jerome Philips that Donna Attard would not allow him to turn on the kitchen light to cook. Copies of these text messages were filed as evidence with the Board and confirm her testimony.
12. The Landlord testified that on January 26, 2025, she received a text message of a social media screen shot (Snapchat) from Laura Wallace - who was a tenant at the building at the time, wherein the screenshot detailed Ms. Wallace having a conversation with her friend Lina, and Ms. Wallace was advised by her friend(Lina) that Donna Attard is on social media (Tik-Tok) making comments that Laura Wallace is not a fit mother. The Landlord claimed that Laura Wallace also advised her that Donna Attard was making hurtful comments about the Landlord as well. The Landlord received the videos of Donna Attard on TikTok from Ms. Wallace. Copies of the text message, the social media videos, along with a snapchat social media screen shot sent by Laura Wallace to the Landlord was filed as evidence with the Board. These documents confirm the Landlord's claim. The videos from the live TikTok broadcast also confirm Donna Attard making the following comments:
 - "*we've had enough of these cold-hearted Jamaicans, Pakistanis, Indian people trying to evict us from our home*" – The Landlord claimed this is a comment that was directed both at her and the other tenants in the building, as the demographic backgrounds of the other tenants is Pakistani/Indian, and she is Jamaican.
 - "*...Why is she even in my life, go away*" – As I understand is a comment directed to Laura Wallace
 - "*Can't even support her and her children, and she can't even take care of her self*" - As I understand is comments directed to Laura Wallace
13. The Landlord's witness, Tyler Chadee, testified that he was the property manager of the building, and his duties entailed doing routine inspections on the building, and if there were any disputes between the tenants, he would communicate his findings to the Landlord. At the end of his employment, he sent an email to the Landlord on October 31, 2024, detailing his summary of findings and his interactions with the tenants in the building during the time of his employment. A copy of his report was filed as evidence with the Board. His

report confirms that he had received the picture from Donna Attard of the inside of the other's tenant's -Adeyemo Adekunle's, bedroom. He further testified that Adeyemo Adekunle ended his tenancy due to Donna Attard's conduct.

14. The Landlord's witness, Jerome Philips testified he was a former tenant in the residential complex. He claimed that on December 27, 2024, he had texted the Landlord advising her that Donna Attard had misplaced his slippers. He also testified that he was not sure whether in fact if it was Donna Attard that had misplaced the slippers but given that his rental unit was adjacent to the Tenants' rental unit he assumed it was Donna Attard. He claimed that on January 5, 2025, he was in the kitchen cooking, and Donna Attard would not allow him to turn the light on. He explained that when he would turn on the light, Donna Attard would later turn it off. He testified that Donna Attard would not conduct this behaviour with any other tenants (which I understand to be the turning off the lights in the kitchen) when other tenants were cooking, and that her conduct was directed only towards him. He confirmed that he vacated the rental unit due to Donna Attard's conduct. He did not provide any evidence to the incident on December 30, 2024.
15. The Landlord's other witness Laura Wallace testified that she is also a former tenant of the residential complex. She had moved into the building in March 2024. She claimed that on January 26, 2025, she received a link to video on Tik Tok from her friend "Lina", where Donna Attard made comments that Ms. Wallace was an unfit mother, and further claimed that Donna Attard had also made comments about the nationality of other tenants in the building including the Landlord.
16. She further testified that the main reason she vacated her rental unit in February 2025 is because she was harassed and mocked by Donna Attard, and if the Tenants had been evicted, she would have continued to reside in the building.
17. Donna Attard testified that she would take pictures of the residential complex and send them to the Landlord to provide updates. She confirmed that she sent the text message to both the Landlord and Tyler Chadee, with a picture of the inside of the other tenant's -Adeyemo Adekunle, bedroom. She also confirmed that she was advised on April 3, 2024, by the Landlord not to enter the other tenant's bedroom. She testified that she informed both the Landlord and Tyler Chadee that she did not want to live beside a person who lived like this (which I understand to mean that she did not want to live beside Adeyemo Adekunle due to the state in which he had kept his bedroom). She claimed that she took the picture of the inside of the other tenant's bedroom while the other tenant was downstairs in the residential complex, but she did not enter the other tenant's bedroom and took the picture from the outside of the bedroom. She confirmed that she took pictures many times – which I understand to mean she took pictures at multiple times of Adeyemo Adekunle's bedroom.
18. Donna Attard further testified that at some point during her tenancy she had a meeting with the Landlord and other tenant(s) and was advised to stop taking pictures of other tenants' rental unit. She also confirmed that there were many new tenants that would come to reside in the residential complex and that she did not appreciate that the Landlord would not advise her of a new tenant moving into the building.

19. She testified that the lights were left on in the residential complex by other tenants, which caused the electricity bill to be expensive (which I understand to mean that she turned off the lights in the residential complex for this reason). She further claimed that she did not have problems with any other tenants and had that her issues were mainly with Jerome Philips.
20. Paul Gay claimed that the arguments with other tenants are triggered because there are many tenants in the residential complex. He claimed that the allegations against them are false.
21. The Tenants relied on a witness, Edna Brethour in defending their application. She confirmed that she's aware of the claims yet could not identify the number of complaints. She also confirmed that she did not witness any of the specific incidents. She could not directly respond to the allegations and her evidence centered mainly on character evidence of Donna Attard, which is not relevant, and has limited probative value. Thus, I place little weight on her evidence.
22. Based on the evidence adduced at the hearing, I am satisfied on balance of probabilities that the Landlord has proven their claim with respect to the incident on April 3, 2024, and January 5, 2025, and that the Tenants did not void the N5 Notice. I am not satisfied as to the incident pertaining to December 27, 2024, and December 30, 2024.
23. With respect to the incident on April 3, 2024, both parties agreed that Donna Attard took pictures of the other tenant's rental unit. The fact that the Donna Attard took the picture while the other tenant was downstairs in the residential complex, coupled with the fact that the Landlord had told her not to enter the bedroom, and the fact that she had meetings with both the Landlord and other tenants to stop taking pictures of other tenants' rental unit, suggests more likely than not, that she did not have permission to take a picture of the other tenant's bedroom from either Adeyemo Adekunle himself, or the Landlord.
24. Regarding whether Donna Attard entered the Adeyemo Adekunle's bedroom, based on the picture in the text message filed with the Board, I find that given the angle, and the fact that a portion of the bed and the front door to the bedroom are not visible, that it is more likely than not, that Donna Attard had entered the other's tenant's bedroom and took the picture. Thus, I do not find Donna Attard's evidence that, she did not enter the bedroom, to be reliable. Accordingly, I am satisfied that the Landlord has proven their claim with respect to this incident.
25. Jeremy Philips confirmed the incident by Donna Attard on January 5, 2025. His evidence was unchallenged, and his testimony was corroborated by the text he had sent to the Landlord that Donna Attard was interfering with his ability to cook without the lights on. Thus, I accept his evidence and find it reliable. Further, Donna Attard's own testimony suggests that she since she would turn off the lights in the residential complex, and had issues with Jerome Philips, that she more likely than not had turned off the lights on this date. Accordingly, I find the Landlord has proven this incident.
26. With respect to Jeremy Philip's evidence pertaining to the incident concerning his slippers on December 27, 2024, I find that his evidence was speculative. He indicated he assumed

it was Donna Attard that had moved his slippers. Thus, I place little weight on his evidence. Also, he did not provide sufficient evidence in relation to the incident on December 30, 2024. I would have reasonably expected him to adduce direct evidence pertaining to this incident. The Landlord relied on Jerome Philip's text to substantiate her claim with respect the incident on December 30, 2024. The Landlord did not personally witness the incident; thus, I place little weight on this hearsay evidence. Accordingly, I am not satisfied the Landlord has proven her claim with respect to these two incidents.

27. Both Jerome Philips and Laura Wallace testified they vacated the rental unit due to Donna Attard's behaviour. The Tenants did not seriously challenge their assertion. Thus, I accept their testimony.
28. After the incident of April 3, 2024, the other tenant - Adeyemo Adekunle also vacated the rental unit. The Landlord testified that Adeyemo Adekunle's had complained of Donna Attard's behaviour, and Tyler Chadee confirmed that it was due to Donna Attard's behaviour that the other tenant had decided to vacate the rental unit. The Tenants did not seriously challenge these assertions; thus, I accept this evidence. Given the nature of the impugned conduct, I find it is more likely than not, that the other tenant vacated due to Donna Attard's conduct. It's clear that the other tenant's privacy inside his personal space (rental unit) was violated. Even if I do not accept the Landlord's or Tyler Chadee's evidence, that Adeyemo Adekunle vacated because of Donna Attard's behaviour, it clear that at least two tenants (Jerome Philips and Laura Wallace) have vacated because of Donna Attard's behaviour.
29. Considering my findings above, I am satisfied on balance of probabilities that the Tenants have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord has an economic interest to ensure that other tenants in the residential complex continue to maintain their tenancies with the Landlord free from interference. However, this interest was substantially impacted as multiple tenants vacated the rental unit due to Donna Attard's conduct. Donna Attard herself confirmed there was a high turn around of tenants in the residential complex. Further, the social media videos of Donna Attard publicly criticizing Laura Wallace substantially interfered with her reasonable enjoyment of her rental unit and was an intrusion into her privacy. She could not peacefully enjoy her rental unit as she felt harassed and mocked by Donna Attard and ultimately was forced to leave. Accordingly, I am satisfied the Landlord has established their claim.
30. Further, I am satisfied that the Tenants did not stop the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination in accordance with s.64(3) of the Act. Both the Landlord and Laura Wallace testified to the incident on January 26, 2025. Both of their testimonies were corroborated by documentary evidence filed with the Board. The Tenants did not seriously challenge the veracity of their claims; thus, I find their evidence reliable and find the Tenants did not void the N5 Notice.

31. With respect to the remaining allegations, the Landlord testified she had received numerous complaints via text messages between May 14, 2024, to September 23, 2024, from other tenants residing in the residential complex, regarding Donna Attard's behaviour. This text message evidence was hearsay.
32. The Landlord did not summons the other tenants to whom Donna Attard's behaviour was directed at, to provide direct evidence to the allegations. Direct testimony from the other tenants pertaining to the allegations between May 14, 2024, to September 23, 2024 is evidence I would have reasonably expected the Landlord to adduce in support of their application pertaining to the Tenants' conduct.
33. While the *Statutory Powers Procedure Act*, 1990, permits the LTB to admit hearsay evidence, in the decision of *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, the Divisional Court held that administrative tribunals must first assess whether the hearsay evidence is necessary and reliable. In the case at bar, no reasonable explanation was provided by the Landlord as to why the other tenants were not summoned by the Landlord to provide direct evidence, and why the Landlord's hearsay evidence was necessary in the circumstances for the Landlord's application. The Tenants denied these allegations. They could not challenge the reliability of the allegations made by these other tenants to the Landlord via cross-examination. Thus, I place no weight on the Landlord's evidence pertaining to the claims between May 14, 2024, to September 23, 2024 as the threshold requirements of necessity and reliability of the Landlord's evidence have not been met.
34. Nonetheless, even if these claims are not considered, I am still satisfied that the Landlord has proven their claim on the N5 Notice, as noted in the reasons above.
35. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

36. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
37. The Tenants' legal representative claimed that the Tenants require a three-month delay in eviction to find alternative accommodation and that the Tenants have been searching for another unit. She confirmed the Tenants are willing to move out.
38. The Landlords' legal representative claimed that the Landlord is experiencing financial distress. He claimed the Landlord has not been able to refinance this building because multiple tenants have left their respective rental units due to Donna Attard's conduct. The Landlord has not been able to obtain the required source of income from the rent. He also claimed the Tenants themselves also have not paid their rent to the Landlord. As a result, the Landlord is required (which I understand to mean the Landlord is experiencing economic pressure) to sell the building.

39. Considering all the circumstances, I find that it would be unfair to grant relief from eviction. The Tenants did not provide sufficient documentary evidence to corroborate the fact that they are looking for alternative rental units, and did not provide sufficient evidence as to why they require a lengthy amount of time to vacate the rental unit. The Tenants also did not provide sufficient evidence as their personal circumstances. I accept the submissions by the Landlord's legal representative that the Landlord is experiencing financial strain. Multiple tenants have vacated the rental unit because of Donna Attard's behaviour, based on the evidence adduced at the hearing. Accordingly, it would be unfair to grant relief from eviction.
40. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 18, 2026.
2. If the unit is not vacated on or before January 18, 2026, then starting January 19, 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 19, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 18, 2026, the Tenants 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

Inderdeep Padma
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 19, 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.