



Order under Section 69 Residential Tenancies Act, 2006

Citation: Thresholds Homes and Supports Inc. v Mahoney, 2026 ONLTB 4012

Date: 2026-01-13

File Number: LTB-L-090404-25

In the matter of: 207, 292 SHELDON AVE N
KITCHENER ON N2H3M8

Between: Thresholds Homes and Supports Inc. Landlord

And

Alma-Marie Mahoney Tenant

Thresholds Homes and Supports Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Alma-Marie Mahoney (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 January 7, 2026. Only the Landlord's Agent, Tim Hegedus, represented by Eric Schroeder, attended the hearing.

As of 10:58 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 continue subject to conditions.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. By way of background, the rental unit is a condominium and located on the second floor of the building. The rental unit has a "Juliet" balcony which is intended to allow fresh air into the rental unit but is not intended for use as a traditional balcony due to the limited width.

4. On October 15, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenant
 - stored an e-bike in the common areas of the residential complex;
 - covered the smoke detector with a plastic sheet; and,
 - stored personal belongings on the “Juliet” balcony.
5. The Tenant stopped some of the conduct or activity and corrected some of the omissions within seven days after receiving the N5 notice of termination. The Tenant removed the e-bike from the common areas and removed the plastic sheeting applied to the smoke detector. Therefore, the Tenant voided these terms as found on the N5 Notice of Termination.
6. However, the Tenant continues to use the Juliet balcony to store items. Therefore, the Tenant did not void this provision found on the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
7. On September 3, 2025, the Landlord observed several personal belongings stored on the Juliet balcony of the Tenant’s rental unit, a photo of which was submitted in evidence. On September 4, 2025, the Tenant was issued correspondence which indicated that personal belongings could not be stored on the balcony and reminded the Tenant of the lease terms which indicate same.
8. On September 29, and October 9, 2025, the Tenant’s rental unit was photographed by the Landlord and showed multiple items being stored in the area and a large duffle-style bag hung over the railing which could be hazardous to individuals below should it fall.
9. On October 23, 2025, the Landlord reattended. Although most of the belongings had been removed, some items remain. The Landlord expressed concern that these objects create hazards because they could block a path of egress in an emergency.
10. Based on the evidence before me, I am satisfied that the Landlord proved, on a balance of probabilities, that the Tenant has continued to store items on the Juliet balcony contrary to the lease. In my view, a reasonable Tenant knows, or ought to know, that a Juliet balcony is not intended for storage and that blocking this area could block paths of egress in an emergency.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. 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. The Landlord submits that they would be satisfied with providing the Tenant an opportunity to comply with the Board’s order.
13. Given that a conditional order gives the Tenant an opportunity to preserve their tenancy, and that the Tenant has been largely compliant with the Landlord’s N5 Notice, I agree with the Landlord’s submissions and find that it is appropriate to allow the tenancy to continue subject to terms.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. On or before January 31, 2026, the Tenant shall remove all belongings from the Juliet balcony.
3. For the duration of the tenancy, the Tenant shall refrain from storing any belongings on the Juliet balcony.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. 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 13, 2026

Date Issued

Jane Dean

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.

