



Order under Section 69 Residential Tenancies Act, 2006

Citation: M. Schiketanz Real Estate Inc. v Dean, 2026 ONLTB 4977

Date: 2026-01-21

File Number: LTB-L-080066-25

In the matter of: 901, 195 NATCHEZ RD
KITCHENER ON N2B1W2

Between: M. Schiketanz Real Estate Inc.

Landlord

And

Janne Macbeth Dean

Tenant

M. Schiketanz Real Estate Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Janne Macbeth Dean (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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 12, 2026.

Only the Landlord's legal representative Eric Schroeder and the Landlord's witness Wayne Marriner attended the hearing.

As of 9:57 am, 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. The Landlord provided copy of the Notice of Hearing to the Tenant on or around December 16, 2025. The Tenant did not join during the scheduled block time and the technical team did not advise of any related issues. 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. However, the Landlord requested a conditional order and is not seeking termination of the tenancy.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is located on the ninth floor of a multi-unit complex.
4. The tenancy began around August 1, 2014.

N7 Notice of Termination – Serious Impairment of Safety

5. On September 18, 2025, the Landlord gave the Tenant an N7 notice of termination alleging that the Tenant seriously impaired the safety of others when she threw lumber from her ninth story balcony to the ground below.
6. The Landlord's witness is a tenant who resides in a lower unit at the residential complex. He provided a detailed account of the events that occurred on September 14, 2025, where he witnessed the Tenant throwing several heavy pieces of lumber from her balcony. He said that he has worked in the wood industry for many years and identified it a maple, which is heavy and likely would have done serious damage or killed someone had they been hit by the falling pieces. There were three to four pieces of wood, some containing metal hardware. Even when he and other tenants yelled at her to stop, the Tenant continued to throw more wood from her balcony. The Landlord's representative relied on various photographs contained within DOC6998524.
7. The Landlord's representative said that the Tenant has not re-offended and requests a conditional order in an effort to preserve the tenancy.

Analysis

8. Pursuant to section 66 of the Act, a landlord may give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex.
9. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the tenant's actions put someone at serious risk of physical harm. Not every risk of physical harm to another will meet the test, as the impairment of safety must be serious.
10. Based on the submissions of the Landlord, in my view, the Tenant's conduct on September 14, 2025, by throwing heavy pieces of lumber from her ninth story balcony constitutes a serious impairment of safety to another person. While thankfully, no one was injured, the Tenant's actions could have caused substantial injury and even death. The Tenant's behaviour on this date, was dangerous and reckless.
11. On the evidence, I am satisfied that the Tenant engaged in the conduct as detailed in the N7 Notice and, as such, has seriously impaired the safety of another person in the residential complex.

Relief from Eviction

12. The Landlord has requested a conditional order in an effort to preserve the tenancy and in accordance with s.83(2), 83(1)(a) and 204(1) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it is reasonable to grant relief.
13. This order contains all of the reasons within it. No further reasons shall 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. Commencing the date of this order, and for the duration of the tenancy, the Tenant shall not throw items from her balcony.
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 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Dana Wren
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.