



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-049555-25

In the matter of: 128, 778 WALTER ST
CAMBRIDGE ON N3H4P3

Between: LINDA STONE Landlord

And

MARTY RIDLEY Tenant

LINDA STONE (the 'Landlord') applied for an order to terminate the tenancy and evict MARTY RIDLEY (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 January 13, 2026.

Only the Landlord's agent, Leslie Ciampaglia, and the Landlord's agent, Linda Stone, attended the hearing.

As of 10:21 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 is terminated on February 1, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. This application is based on a second Notice of Termination (N5) served pursuant to section 68. The only inquiry the board must make with respect to the first N5 is to verify it meets the technical and substantive requirements of the Act.

4. It was undisputed that the first N5 notice here meets the technical requirements of the Act and I am satisfied that it does.
5. On April 17, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. The notice of termination contains the following allegations: On February 4, 2025, another tenant complained about the Tenant who was in the foyer with a meth pipe, needle, and drug paraphernalia. The Tenant was transported to the hospital via ambulance.
6. On February 21, 2025, another tenant complaint that the Tenant was sleeping in the residential complex's hallway in front of their unit door, and this frightened them. The security was called, and they had to wake him up and lead him back to his rental unit. On the same day, another tenant complained that the Tenant was sitting in his friends work truck going through stuff, another tenant complained that he is yelling and banging on walls all night.
7. On February 25, 2025, the Tenant, and Community Relations, received complaints from other tenants that the Tenant was being disruptive that he is very loud and causing disturbances at night which disturbs their peaceful enjoyment.
8. On February 27, 2025, several tenants approached the Tenant and Community Relations with complaints about the Tenant. The Tenant has been knocking on all doors on the first and second level of the building asking if they had meths or drugs. The Tenant was also asking other tenants in the foyer if they had drugs. Other complaints were received that the Tenant was walking around outside of the residential complex with his pants down around his ankles.
9. On February 27, 2025, staff from a supportive agency visited the Tenant and discovered that his unit was found in complete disarray with writing on the walls, garbage all over the place, rotting food all over his unit.
10. On March 12, 2025, Complaints were received that the Tenant is urinating on the residential complex. Complaints that the Tenant flashes other residents. That he has been yelling and screaming at tenants and himself. The Tenant has been sitting in the front foyer of the building with his pipe smoking. This is a no smoking building as per the lease agreement.
11. On March 24, 2025, another tenant complained that the Tenant has been knocking at his door all day and all night and this has been an ongoing issue.
12. On April 17, 2025, other tenants complained to the Tenant and Community Relations that they feel unsafe and do not have people visiting them at the moment because of the Tenant's behavior. The complaint is that the Tenant continues to yell and swear at people, including children. The Tenant has thrown a lamp, dish gloves and other items on the lawn outside his patio door. He removed the residential complex recycling bin to his patio and is keeping this there. His unit is still covered in garbage and rotting food. The Tenant has broken a lamp and chair in his unit so there is glass everywhere. Glass is also sprinkled throughout the hallway outside of his unit. This is a safety issue.
13. On April 17, 2025, the Tenant damaged the tenant lounge. The Tenant pulled the baseboards off parts of the wall, pulled all cords for the television out of the wall and the

tubing the cords were in. Furniture was thrown around the room. The Tenant took a knife and cut large slashes to the top of the large table covered in leather in the lounge.

14. On April 17, 2025, at 12:43 a.m. the Tenant was throwing stuff around his rental unit disturbing the other tenants in the residential complex. The Tenant smashed the front window of his rental unit. There is glass spread outside on the ground. This behaviour is very frightening for other tenants in the building.
15. On April 17, 2025, Call from tenant that MR has been banging on her door at 4:20 a.m. kicking the door and threatening to break down the door. The tenant has to call security to have MR removed from her door. MR was found in the lounge tearing things apart using foul language. This tenant has been stalked by MR and cannot sit outside on the bench, walk in the hallway, or socialize with other tenants. While sitting on the bench this past week MR kept trying to sit beside this female tenant and every time, she moves he would move to sit beside her. MR also reached out and put his hand on her breast. Tenant called the police, and they went to speak with MR. Since this time, the female tenant is so frightened and stressed that she is vomiting and crying.
16. ON April 16, 2025, MR has been walking around the building in the evening and trying tenant's patio doors to see if he could enter their unit. Tenants are upset with this behaviour.
17. Tenants should be able to live peacefully and without unreasonable interference from other tenants. This includes freedom from excessive noise, unauthorized entry, and other disruptive behavior. MR continuously interfered with the quiet enjoyment of the building and the quality of life for other people residing in the building. Many tenants explain that they are fearful of this tenant and do not leave their rental units unless it is necessary. As a result of MR behavior there have been several police visits to the building for this tenant.
18. Therefore, 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).
19. On May 27, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: On May 14, 2025, MR is still up to his old tricks leaving garbage in the halls. Throwing magazines, flyers, and newspapers in the foyer.
20. On May 13, 2025, MR continues to be an ongoing problem he asked another tenant would you be upset if I peed on your couch if I was visiting you. Very inappropriate conversations and actions.
21. On April 17, 2025, MR continued to knock on other residents' doors. A tenant was having tea with another tenant, and she became very upset with the constant knock at her door. She called security and reported the incident. MR was knocking at two female tenants' doors, and they were both feeling upset. The security guard (ED) came and supported them. MR came outside after knocking at the door again. MR rolled up the carpet in the foyer before coming towards a female tenant and he yelled at them calling them unkind names (cunt) that upset the female tenant L.D. even more. The security guard positioned himself between MR and the tenants. He motioned to them to return to our units. The tenants could go back into the residential complex because MR was yelling at them. They

later returned to L. D's apartment where they stayed until 10 p.m. The security guard continued to stay in the parking lot.

22. On April 26, 2025, a tenant informed the property manager that their child is not sleeping because he is too scared to live in the residential complex. MR scares him, he is not sleeping he is not eating, and he has frequent night terrors.
23. Much of the Landlord's evidence consisted of hearsay evidence. While the Board may admit hearsay, it must be mindful of the inherent dangers in doing so, particularly given that hearsay evidence can be unreliable. In my view, admitting the evidence will not result in any procedural fairness against the Tenant, who did not attend the hearing. As a result, I will admit the hearsay and consider its reliability as a question of what weight to give it.
24. The Landlord called Linda Stone (LS) who is the Landlord's agent (previous property manager) as witness. LS submitted multiple incidents/complaints from May 16, 2025, to September 3, 2025, into evidence from other tenants in the residential complex dating back to the first N5. LS testified that she receives calls and text messages at all hours from other tenants complaining about the Tenant's conduct. LS testified that police have been called to the residential complex multiple times leading to arrests and incarceration of the Tenant from June 16, 2025, to August 3, 2025. Since the first N5 the Tenant continues disruptive behaviour in the residential complex so much so that other tenants have placed many complaints to her and the new property manager. In addition, LS attended the Tenant's rental unit for an inspection shortly after the Tenant moved in and took seven pictures to record the condition of the rental unit which show garbage throughout the unit. These pictures were submitted into evidence.
25. The Landlord called Leslie Camaglia (LC) who is the new property manager for the Landlord since July 2025 as witness. LC testified that since the commencement of her employment and continuing to date she has received multiple complaints from other tenants regarding the conduct and disrupting behavior of MR. In addition, during the hearing we reviewed in detail a log of incidents spanning from May 16, 2025, to September 3, 2025, from the dispatch notes of the security guard at the residential property.
26. Based on the uncontested evidence of the Landlord. I find that the Tenant has substantially interfered with another tenant's reasonable enjoyment of the residential complex by yelling, banging on walls, knocking on people's doors throughout the day and night, damaging items in the residential complex lounge and leaving garbage in the halls, front foyer.

Daily compensation, NSF charges, rent deposit

27. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
28. There is no last month's rent deposit.

Relief from eviction

29. The Landlord is requesting termination of tenancy citing further complaints regarding the Tenant's conduct since serving the second N5.

30. 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. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.

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 February 1, 2026.
2. If the unit is not vacated on or before February 1, 2026, then starting February 2, 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 February 2, 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 February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026, at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Teresa Hunt
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 August 2, 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.