



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

File Number: LTB-L-076277-25

In the matter of: 104, 168 GRAND AVE S
CAMBRIDGE ON N1S2M5

Between: THE REGIONAL MUNICIPALITY OF WATERLOO Landlord

And

CATHY CLARRIDGE Tenant

THE REGIONAL MUNICIPALITY OF WATERLOO (the 'Landlord') applied for an order to terminate the tenancy and evict CATHY CLARRIDGE (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- 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 (L2 Application).

This application was heard by videoconference on January 7, 2026.

The Landlord's Agent, Mema Imahe, the Landlord's Legal Representative, Brittany Colley, and the Tenant attended the hearing. Edward Miller attended the hearing as a witness for the Landlord.

As of 12:30 p.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.

Preliminary Issue:

1. The Landlord's Legal Representative submitted that:
 - a) The Tenant emailed her at 9:14 a.m. on the day of the hearing, indicating that she did not have internet access.
 - b) She provided the Tenant with the phone-in information for the hearing;
 - c) The Tenant replied via email that she did not have access to a phone; and

- d) The Tenant replied again via email minutes later, stating that she had an urgent health issue.
2. The Tenant neither requested an adjournment from the Board, nor provided any medical information in support of her purported medical issues.
3. Given that the Tenant appears to have had some form of internet connectivity (since she was able to email the Landlord's Legal Representative) and that neither a request to adjourn nor any medical evidence was provided to the Board in support of an adjournment request, I determined that the matter would be heard uncontested.

Determinations:

L1 Application

4. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$386.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$12.69. This amount is calculated as follows: $\$386.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$4,246.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

L2 Application

12. On September 10, 2025, the Landlord served the Tenant an N7 notice of termination with a termination date of September 21, 2025. The notice of termination alleged that the Tenant:
 - a) Repeatedly breached her peace bond through her attendance at the residential complex;
 - b) Posted posters in the residential complex that provided false and misleading information about other tenants and employees of the Landlord;
 - c) Sent numerous threatening emails to the Landlord's staff;

- d) Made numerous false and misleading Facebook postings about other Tenants and employees of the Landlord;
- e) When asked to leave the residential complex by security on July 23, 2025, the Tenant threatened security personnel and indicated that she had a knife.

Landlord's Evidence

13. The Landlord's Witness, Edward Miller, testified that:

- a) He is a security guard at the residential complex;
- b) On July 23, 2025, he was on duty and received a call from his supervisor dispatching him to determine if the Tenant was in her rental unit contrary to her Peace Bond;
- c) He conducted a door knock at the rental unit was told, through the door, to "fuck off";
- d) He conducted another door knock and was told, "I have a knife and if you knock again I will cut you", or words to those effect;
- e) He called police, who subsequently attended, entered the unit and arrested the Tenant, who had barricaded the main door to the rental unit with furniture and personal items; and
- f) He felt that his safety was threatened through the Tenant's words and actions.

14. The Landlord's Agent testified that:

- a) She is a tenant relations specialist for the Landlord;
- b) She has been receiving complaints about the Tenant from other tenants in the residential complex;
- c) The Tenant posted posters in the residential complex, with photos of other tenants and staff of the Landlord, indicating that these individuals had "wronged" her; and
- d) The Tenant sent numerous emails to both staff and other tenants that the recipients felt were threatening;

15. The Tenant did not attend to provide evidence in this matter.

Applicable Law

16. The N7 was served under section 66 of the Act, which states:

66 (1) A landlord may give a tenant notice of termination of the tenancy if,

(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and

(b) the act or omission occurs in the residential complex.

Analysis

17. On the basis of the evidence and testimony before me, on a balance of probabilities, I am satisfied that the Tenant seriously impaired the safety of a person (in this case Edward Miller) by her threatening comments made on July 23, 2025.
18. Mr. Miller's testimony was given in a forthright, clear and consistent manner and I find it credible. Police attended the rental unit in response to this incident and arrested and charged the Tenant on the basis of her interactions with Mr. Miller.
19. With regards to the Tenant's other activities (posters and emails), I am not satisfied that they constitute a "serious impairment of safety" as contemplated by the Act. I say this because, while the emails and posters may have been provocative or vaguely threatening in nature, there is no evidence to suggest that the Tenant had any intention to take any action in relation to even the vaguest of threats.

Relief from Eviction

20. 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.
21. The Tenant did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as a result of the L2 application. The Tenant must move out of the rental unit on or before February 2, 2026.
2. The Tenant shall pay to the Landlord \$4,134.83 for rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$12.69 per day for the use of the unit starting January 8, 2026 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

5. If the unit is not vacated on or before February 2, 2026, then starting February 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 3, 2026.

January 22, 2026
Date Issued

Curtis Smith
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 expires on August 3, 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.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Tenant must pay for Rent Arrears – L1 Application

Rent Owing To Hearing Date	\$3,948.83
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,134.83
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$12.69 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	