



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-078196-25

In the matter of: 109, 308 JOHN ST
WALKERTON ON N0G2V0

Between: Bruce County Housing Corporation Landlord

And

Jessica Forsyth Tenant

Bruce County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Forsyth (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 November 24, 2025.

Only the Landlord's agent Cathy Snyder attended the hearing.

As of 10:11 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. As a result, the hearing proceeded with only the Landlord's evidence. The Landlord called Jeremy Macdonald, Kevin Zettler and Rita Keip to testify.

Determinations:

1. The Landlord applies to terminate the tenancy based on two notices of termination alleging substantial interference contrary to section 64 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant was in possession of the rental unit on the date the application was filed.
2. On June 11, 2025, the Landlord gave the Tenant a voidable N5 notice of termination alleging that on May 23, 2025 the Tenant or someone permitted into the rental unit by the Tenant smoked in the rental unit in violation of the tenancy agreement and further that on

May 23, 2025 noises suggesting a loud and aggressive altercation were heard coming from the rental unit (the 'first N5 notice').

3. The uncontested evidence of the Landlord proves the allegations contained in the first N5 notice on a balance of probabilities and further proves that the Tenant voided the first N5 notice of termination in accordance with s.64(3) of the Act by not repeating the offending conduct within seven days of being given the notice.
4. On August 26, 2025, the Landlord gave the Tenant a second non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act) alleging that on August 21, 2025 the Tenant or someone permitted into the rental unit by the tenant smoked in the rental unit in violation of the tenancy agreement and thereby substantially interfered 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 contrary to section 64 of the Act (the 'second N5 notice').
5. I find the Landlord has proved the grounds for termination because the uncontested evidence of its witnesses proved the allegation contained in the first N5 notice and the allegations contained in the second N5 notice on a balance of probabilities.
6. The Tenant did not come to the hearing to describe her circumstances and but the Landlord advised that the Tenant is occupying a "benefits unit" and that her rent is paid directly by ODSP from which evidence I surmise that the Tenant is a person with a disability. The Landlord's circumstances are that it has a legal obligation to provide quiet enjoyment to all residents of this social housing complex. 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act to allow the Tenant additional time to find suitable alternative housing.
7. The Tenant was required to pay the Landlord \$310.76 in daily compensation for use and occupation of the rental unit for the period from September 18, 2025 to November 24, 2025.
8. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

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 28, 2026.

2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.
4. The Tenant shall pay to the Landlord \$310.76, which represents compensation for the use of the unit from September 18, 2025 to November 24, 2025.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting November 25, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$496.76.
8. 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 21, 2026

Date Issued

Nersi Makki

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 September 1, 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.