



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-078303-25

In the matter of: 210, 136 ALBERT ST
LONDON ON N6A1 M2

Between: London and Middlesex Community Housing Landlord

and

Autumn Woofenden Tenant

London and Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Autumn Woofenden (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 Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 November 24, 2025.

Only the Landlord's legal representative Kelley O'Donnell and the Landlord's witness Brad Stokkermans attended the hearing.

As of 9:32 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.

Determinations:

1. The Landlord's uncontested evidence, corroborated by video footage filed, proves on a balance of probabilities that on July 27, 2025 the Tenant struck another resident of the

residential complex while holding a knife thereby committing the illegal act of assault and impairing the safety of that resident as pleaded on validly served N6 and N7 notices of termination under sections 61 and 66 of the *Residential Tenancies Act, 2006* (the 'Act').

2. The Landlord's uncontested evidence, corroborated by video footage filed, proves on a balance of probabilities that on August 15, 2025 the Tenant was engaged in a physical altercation with another person and brandished a knife during that altercation thereby committing the illegal act of assault on that person and impairing the safety of persons in the residential complex as pleaded on validly served N6 and N7 notices of termination under sections 61 and 66 of the Act.
3. I find the Landlord has proven the grounds for termination as pleaded in the N6 and N7 notices of termination on a balance of probabilities because the I find the Tenant's conduct has seriously impaired the safety of persons in the residential complex and I further find that the illegal act committed by the Tenant is not merely trivial but has the potential to change the character of the residential complex.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant did not come to the hearing to describe their circumstances the Landlord was able to advise me that the Tenant has lived alone in this RGI unit since December 2023. 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 a short delay of eviction to allow the Tenant additional time to find other housing.
6. The Tenant was required to pay the Landlord \$252.81 in daily compensation for use and occupation of the rental unit for the period from October 3, 2025 to November 24, 2025.
7. Based on the monthly rent, the daily compensation is \$4.77. This amount is calculated as follows: \$145.00 x 12, divided by 365 days.
8. The Landlord collected a rent deposit of \$136.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$3.06 is owing to the Tenant for the period from January 1, 2025 to November 24, 2025.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.
4. The Tenant shall pay to the Landlord \$252.81, which represents compensation for the use of the unit from October 3, 2025 to November 24, 2025.
5. The Tenant shall also pay the Landlord compensation of \$4.77 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 Landlord owes \$139.06 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$299.75.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 20, 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 August 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.

