



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

File Number: LTB-L-067714-25

In the matter of: UNIT 1, R4, 379 ERB ST W
WATERLOO ON N2L 1W7

Between: Hee Sook
Charles Song Landlords

and

Michael Mayer Tenant

Hee Sook and Charles Song (the 'Landlords') applied for an order to terminate the tenancy and evict Michael Mayer (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 Landlords or another tenant.

This application was heard by videoconference on December 4, 2025.

Only the Landlord, Hee Sook, on her behalf and on behalf of the other Landlord, together with her representative, Gayle St. Clair, attended the hearing.

At the beginning of the hearing, the Landlord's representative attempted to contact the Tenant. The Landlord's representative submitted that the Tenant has knowledge of the hearing. As of 10:19 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy; therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a shared accommodation. The Landlord testified that the bedrooms are rented to individual tenants under separate tenancy agreements. All tenants share the common areas of the unit, including the living room, kitchen, and 2 bathrooms. The Tenant occupies bedroom 4 in unit 1 and shares the remaining areas with other tenants.

N5 Notice of Termination

4. On June 13, 2025, the Landlords served the Tenant with a first, voidable N5 notice of termination, alleging substantial interference with reasonable enjoyment of the residential complex by the Landlord and other Tenants. The notice was deemed served on June 13, 2025, and specified a termination date of July 12, 2025.
5. The Landlord testified that she received 11 complaints regarding Michael Mayer's behaviour between April 2025 and June 2025. The Schedule "A" attached to the N5 Notice sets out the names of the tenants who complained and the issues reported by each tenant which includes excessive noise, repeated banding, and confrontational conduct.
6. The Landlord further testified that after service of the first N5 Notice, the Tenant's behaviour did not improve. Therefore, the Landlords served the Tenant a second, non-voidable N5 notice of termination on July 25, 2025, with a termination date of August 14, 2025, in accordance with section 68 of the *Residential Tenancies Act, 2006* (the 'Act').
7. The second N5 Notice relied primarily on allegations from Dylan Boudreau, a former tenant who attended at the hearing. He testified that he began living in the unit on July 1, 2025. At the time, it was him and Michael Mayer living in the unit, and no other tenants.
8. Mr. Boudreau testified that on July 15, 2025, garbage was left outside his bedroom door and dirty dishes were left in the shared kitchen. He stated that when he asked the Tenant to clean up, the Tenant became confrontational and verbally aggressive. Mr. Boudreau testified that the Tenant knocked aggressively on his bedroom door, causing him to feel scared.
9. Mr. Boudreau further testified that on July 21, 2025, Michael Mayer became verbally aggressive, got into his face, and attempted to provoke a physical altercation. Mr. Boudreau stated that the behaviour was threatening and intimidating, he emailed the Landlord to take action.
10. On July 25, 2025, Mr. Boudreau sent another email to the Landlord reporting that he was awakened by a loud bang. He testified that there was a hole in the wall and plaster applied

to it, which appeared to be wet. He stated that this incident was part of an ongoing pattern of disruptive behaviour caused by Michael Mayer. Mr. Boudreau further testified that he ultimately felt unable to continue sharing the unit with Michael Mayer due to safety concerns. He indicated that the Tenant threatened harm, made statements about guns, and repeatedly invaded his personal space. He indicated that he moved out the following month, August 1, 2025, because he feared for his safety.

11. Based on the uncontested evidence and submissions of the Landlord, I find that the Tenant has substantially interfered with the reasonable enjoyment of the Landlord and other Tenants. The Tenant repeatedly engaged in disruptive and intimidating conduct, including verbal aggression towards other tenants, confrontational behaviour, excessive noise during overnight hours, failure to clean shared spaces, and conduct that cause other tenants to feel unsafe. The Tenant's behaviour occurred over several months and continued after the Tenant was served with a first N5 Notice.
12. As a result of the Tenant's conduct, other occupants were unable to reasonably enjoy their premises and at least one tenant vacated as a direct result of the Tenant's conduct. The Tenant's conduct has prevented the Landlord from meeting her obligations under the Act to ensure reasonable enjoyment for all residents. I also accept the Landlord's evidence that the Tenant's behaviour interfered with her lawful rights and interests by preventing her from renting the remaining bedrooms of unit 1, as new occupants vacated shortly after moving in due to the Tenant's conduct.
13. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlords collected a rent deposit of \$655.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$12.88 is owing to the Tenant for the period from February 21, 2025 to December 4, 2025.

Relief from eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act. As the Tenant did not attend, no other circumstances were presented to me.

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 \$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 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

Adeela Alvez
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 June 28, 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.