



Amended Order
Order under Section 16.1 of the
Statutory Powers Procedure Act
And the Residential Tenancies Act, 2006

Citation: Kevin Barker Auction v Melvin, 2026 ONLTB 2289

Date: 2026-01-06

File Number: LTB-L-077993-25

In the matter of: 1, 3470 Highway 35
Lindsay ON K9V4R1

Between: Kevin Barker Auction Landlord

And

Coady Melvin Tenants
Sienna Frost

Kevin Barker Auction (the 'Landlord') applied for an order to terminate the tenancy and evict Coady Melvin and Sienna Frost (the 'Tenants') because:

- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

This application was heard by videoconference on December 15, 2025.

The Landlord, Kevin Barker, the LLA, Jaclyn Warren and the Tenants attended the hearing.

This amended order is issued to correct a clerical error in the original order issued on January 6, 2026

Determinations:

3. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, given the remedial intent of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act"), the tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below in this order.

4. The Tenants were in possession of the rental unit on the date the application was filed and continue to reside in the rental unit as of the date of the hearing.
5. On September 17, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on the same date. The notice of termination contains the following allegations: the Tenant left a firearm out in plain view causing a safety concern, tenant is storing dead birds in an open bin on the property and the Tenant removed a section of the barn wall to create an opening for his firearm.

Evidence of Kevin Barker, (KB)

6. KB testified that he served this N7 notice to the Tenants because they left a gun unattended in the barn and he feels that the situation is unsafe. He also stated that he has problems with the Tenant storing dead birds in an open bin on the property and that the Tenant removed boards in the barn to set up his gun for coyote hunting.
7. KB testified that he called the police on September 11, 2025 after discovering the unattended firearm and having a heated discussion with Sienna Frost. He stated that the Tenant was recording his actions on her phone which angered him and he tried to slap the phone out of her hand.
8. The police report, DOC #6933186, was added as an exhibit and the report referenced the September 11, 2025 date mentioned previously.
9. KB stated that once the police arrived, the firearm had been locked in the gun safe by the Tenants. KB told the police that one of his employees who was operating machinery on the property saw the gun sticking out of the barn and contacted KB. KB attended the rental unit to discuss his concerns about garbage strewn around the property, loose scrap metal and the open bin of dead birds used by the Tenants for dog training.
10. KB stated that he wanted the Tenants charged for leaving a firearm unattended but the police did not charge any firearm offences as they felt the Tenants' actions with the rifle were reasonable. KB also stated that he was not charged for assault for slapping the Tenant's hand in order to knock the phone out of her hand.
11. KB stated that he is seeking an eviction order from the Board because these Tenants have caused a very unsafe situation and they have damaged the boards in the barn.

Evidence of ~~Coady Melvin (CM)~~ Sienna Frost (SF)

12. ~~CM~~ **SF** testified that she and **Coady Melvin** moved into the rental unit in 2016 and have been residing there with their four children for the last 9 years. CM stated that this is their home and they would like to be able to remain in the rental unit.
13. ~~CM~~ **SF** stated that she had a verbal agreement with one of the new landlords that allowed **Coady Melvin** to hunt coyotes as coyotes are dangerous to livestock and to her own children.
14. ~~CM~~ **SF** explained that on September 11, 2025, **Coady Melvin** shot a coyote and left the gun to retrieve the carcass. ~~CM~~ **SF** stated that as soon as **Coady Melvin** received the

carcass, he safely stored the gun in the gun safe. Se stated that he has been hunting these coyotes for a number of years but she stated that he stopped hunting on September 11, 2025. She further stated that **Coady Melvin** will no longer hunt on the property.

15. ~~CM-SF~~ stated that **Coady Melvin** has been storing dead birds in a bin as he uses them to train his dogs. ~~CM-SF~~ stated that because this is a problem for the Landlord, he will immediately stop storing any kind of carcasses and properly dispose of those bins.
16. ~~CM-SF~~ testified that she and her partner have four kids, aged, 12, 15, 16 and 17 who live with them 50% of the time. She stated that she would do whatever is necessary to remain in their rental unit which is their home.

Law and Analysis

17. Section 63(1) of the Act states “a landlord may give a tenant notice of termination of the tenancy...if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex, a) wilfully causes undue damage to the rental unit or the residential complex...”
18. Section 66(1) of the Act states “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.”
19. Based on the evidence and submissions before me, and on a balance of probabilities, I find that the Tenant’s unattended firearm pointed outside the barn and the bin of dead carcasses impaired the safety of other people residing or working on the farm. The dead birds decaying in a large bin could pose a health and safety hazard for people and other animals.
20. The Landlord has not proved that the Tenant wilfully caused undue damage to the residential complex. The Landlord provided no evidence of damages done to the barn boards and provided no estimates to re-install the boards or replace them.

Relief from Eviction

21. 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 relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy may be saved. Based on the evidence that I heard from both parties, I am satisfied that these Tenants should be afforded an opportunity to preserve their tenancy and that a conditional order would be appropriate.
22. The Landlord may enforce their rights by filing under section 78 of the Act if the Tenants fail to comply with the conditions as contained in this order.

23. 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 Landlord's application for eviction of the Tenants is denied as long as the Tenants meet the conditions set out below:
 - a) The Tenants shall not hunt on the residential property commencing January 6, 2026 and going forward; and
 - b) The Tenants shall not store dead carcasses of any kind in open or closed bins, **or C-cans, freezers or any type of container which could be used to store dead carcasses on** the residential property. The current bin or bins **or other container listed above**, with the dead carcasses will be safely and properly removed from the residential property by January 31, ~~2025~~ **2026**.
2. If the Tenants fail to comply with any of the conditions in accordance with paragraph 1, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 1 of this order.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

January 20, 2026
Date Amended

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.