



Order under Section 69 Residential Tenancies Act, 2006

Citation: Taylor v Macrae, 2026 ONLTB 7375

Date: 2026-01-21

File Number: LTB-L-024465-25

In the matter of: 8, 60 ELGIN ST
BELLEVILLE ON K8P4B2

Between: Roger Taylor
1642648 Ontario Inc Landlord

And

Joy Macrae Tenant

Roger Taylor and 1642648 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Joy Macrae (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

This application was heard by videoconference on October 29, 2025.

The Landlord's Legal Representative Marshall Yarmus, the Landlord R. Taylor and the Tenant attended the hearing. The Landlord called two witness Jarrett and Melissa Albers and the Tenant called two witnesses Denise Graves and Keith Gillespie.

Procedural History:

1. This application was adjourned from July 22, 2025, and adjourned by the Board as there was not enough remaining on the docket to complete the matter.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination -Substantial interference

4. On February 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, which was deemed served on February 25, 2025, with a termination date of March 17, 2025. The incidents of the first N5 are as follows:
- February 14, 2025 – The Tenant called the superintendent, kicking main door and hollering to get into the complex.
 - February 15 and 20, 2025 – The Tenant called the superintendent, kicking the main door and hollering to get into the complex. On February 20, 2025, the Tenant was let into the complex by the superintendent's wife
 - February 21, 2025- Another Tenant in the residential complex text messaged the superintendent that the Tenant had propped open the door with a brick/
 - February 24, 2025 – The superintendent was woken by his name being yelled over and over in the hallway and the Tenant was pounding her rental unit door.

Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

5. On March 20, 2025, the Landlord gave the Tenant a second N5 notice of termination, which was deemed served on March 20, 2025, with a termination date of April 3, 2025. The incidents of the second N5 are as follows:
- March 6, 2025 – The Tenant went to the superintendent's door saying everyone in the building has cockroaches. The superintendent's wife came to the door denying what the Tenant was saying and the Tenant her c**t and threatened to call CAS and called her a c**t again. The superintendent's wife called her husband and the Landlord and advised them what had happened. She had them on speaker phone and they could hear the Tenant.

The Landlord's Evidence

6. Jarett Albers testified that he is the superintendent of the residential complex and had held this position for approximately two years. He currently resides in Unit 10 of the same complex as the Tenant.
7. Mr. Albers testified that between February 14 and February 24, 2025, the Tenant repeatedly contacted him during overnight hours, often between 2:00 a.m. and 4:00 a.m., for non-emergency reasons, primarily because she had lost her keys and could not access the building.
8. He testified that these incidents involved loud banging on the building doors, yelling through the hallways/balconies, repeated phone calls during overnight hours, and behaviour/conduct that woke him, his spouse, and his child.
9. Some of the Tenants phone calls were because she lost her keys and needed assists gaining access to the building. The Tenant did not dispute this evidence, in fact in her testimony she acknowledged times she would call the Landlord to gain access to the building because she lost her keys.

10. Mr. Albers testified that there was no emergency during these incidents and that the Tenant had been instructed to contact management only during regular business hours unless there was an emergency.
11. Mr. Albers further testified that after the first N5 was served, disturbances continued, including smoking in common areas, noise complaints, guests causing disturbances, and further incidents involving the Tenant's guests attempting to gain access to the building late at night.
12. Mr. Albers testified regarding an incident on March 6, 2025, in which the Tenant attended at his unit and made allegations regarding cockroach infestations and then verbally abused his spouse, using offensive language and threatening to contact the Children's Aid Society without basis.
13. Lastly, the Landlord through Mr. Albers submitted multiple written complaints from another tenant, Josh Hensby dated March 10, March 15, and March 18, 2025, describing repeated last-night noise, guests running through stairwells, smoking in common areas, dog being off leash and not cleaned up, and behaviour walking young children.
14. Mr. Hensby did not testify. I assign the weight of these written complaints consistent with the testimony of the Landlord's witnesses.
15. Melissa Albers stated that she resides in Unit 10 and is married to Jarett Albers, the superintendent at the residential complex.
16. She testified that on March 6, 2025, the Tenant attended at her unit and repeatedly used highly offensive language toward her and threatened to contact the Children's Aid Society concerning her child. She states that these comments were distressing and unwarranted, and that there was no factual basis for the threat.
17. She reported the incident immediately to husband and the Landlord, they were both made aware what had occurred.
18. Lastly, Ms. Albers testified that ongoing disturbances involving the Tenant and her guests, she claims have negatively affected her sense of safety and enjoyment of the residential property.

The Tenant's Evidence

19. The Tenant testified that she has lived in the rental unit for approximately 15 years and had not previously experienced any issues.
20. The Tenant denied being the sole source of disturbances and asserted that other tenants also had pest issues and issues with guests.
21. The Tenants first witness was Denise Graves. She testified that she assisted the Tenant during a period of health difficulty and also observed pest issues in the rental unit. She claims that the superintendent appeared intoxicated, however this allegation was speculative, unsupported by any evidence, I gave this statement no weight.

22. Ms. Graves confirmed that knocking on balconies was sometimes used to gain the Tenant's attention after hours.
23. The Tenants next witness was Keith Gillespie. He testified generally in support of the Tenant and acknowledged that guests of the Tenants sometimes knocked or attempted to gain entry after hours, either on the doors or balcony.
24. Lastly, Mr. Gillespie also acknowledged that dogs associated with guests were not always cleaned up, although he stated this occurred with other tenants as well.

Analysis

25. I find that between February 14 and February 24, 2025, the Tenant repeatedly contacted Mr. Albers during overnight hours, often between approximately 2:00 a.m. and 4:00 a.m., for non-emergency reasons, primarily relating to lost keys and access to the building. The Board finds that these contacts included loud banging on doors and balconies, yelling, and repeated phone calls, and that this conduct disturbed the sleep and reasonable enjoyment of Mr. Albers, his spouse, their child, and other tenants.
26. I also find that the Tenant was advised that such contact was inappropriate absent an emergency and was directed to raise non-urgent matters during normal business hours. Despite this direction, the Tenant continued to engage in similar conduct, demonstrating a disregard for the Landlord's reasonable management practices.
27. The Board finds that the conduct described above was not isolated but formed part of a broader pattern of behaviour that interfered with the reasonable enjoyment of the residential complex. This included ongoing late-night disturbances associated with the Tenant's guests, repeated attempts by guests to gain entry to the building after hours, and noise in common areas.
28. The Board finds that the first N5 Notice, dated February 14, 2025, provided the Tenant with clear notice of the problematic conduct and an opportunity to correct it. The Board finds that while there may have been a brief reduction in some behaviours, the Tenant failed to fully remedy the conduct, and disturbances continued after the remedy period.
29. With respect to the written complaint letters from Josh Hensby, the Board assigns them limited weight because the author did not attend the hearing for cross-examination. However, the Board finds that these letters are consistent with and corroborative of the oral testimony of the Landlord's witnesses and therefore lend contextual support to the Landlord's case.
30. The Tenant's testimony was general in nature and did not meaningfully address or rebut the specific incidents described by the Landlord's witnesses.
31. I find that the Tenant acknowledged losing her keys on multiple occasions and requiring assistance to enter the building, which is consistent with the Landlord's evidence regarding after-hours disturbances.
32. The evidence establishes that after the service of the first N5 Notice, the Tenant made some efforts to modify certain aspects of her behaviour. In particular, the Tenant testified

that she attempted to reduce overnight contact with the superintendent and relied more on assistance from friends.

33. The Board accepts that there was a temporary reduction in some conduct following the first N5. However, the Board finds that this change was inconsistent, and did not fully address the Landlord's concerns.
34. I find that despite these limited efforts, the Tenant continued to engage in conduct that interfered with the reasonable enjoyment of the residential complex, including disturbances associated with guests, late-night access issues, and the March 6, 2025, incident involving abusive language and an unfounded threat toward the superintendent's spouse.
35. The Tenant did not provide persuasive evidence of a structured or reliable plan to prevent recurrence of the behaviour. For example, the Tenant did not demonstrate any arrangement had been made to avoid after hours disturbances, control guest(s) conduct, or ensure compliances with the Landlord's concern. Alternative behaviours must be assessed not by intent, but also by outcome. While the Tenant may have intended to improve her conduct, the evidence shows that the interference with others continued after the remedy period.
36. I find on a balance of probabilities that the Tenant's conduct constituted substantial interference with the reasonable enjoyment of the residential complex by other tenants and with the Landlord's lawful rights, privileges, and interests.

Section 83 - Analysis

37. Section 83 of the *Residential Tenancies Act*, requires the Board to consider whether to refuse or delay eviction or to impose conditions if eviction is warranted.
38. The Board also must consider whether the Tenant's personal circumstances, including health issues and long-term tenancy, explain the conduct. While these factors provide context, they do not excuse conduct that substantially interferes with the rights of other tenants and the Landlord.
39. I find that although the Tenant engaged in conduct that substantially interfered with the reasonable enjoyment of the residential complex and lawful rights of the Landlord, eviction must be considered as a last resort.
40. The Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. The following are two examples on eviction as a last resort:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (Britannia Glen Co-operative Homes v. Singh, cited in Toronto Community Housing Corp. v. Thompson, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (Langford v. Phipps, [1992] O.J. No. 4184 (Ont. Gen. Div.).

41. I must consider that eviction should only be ordered if it is not possible to bring the tenancy into good standing. In a case of excessive noise, bringing the tenancy into good standing is a simple matter: the Tenant must mitigate noise emanating from her rental unit, control her guests, and not disrupt the Landlord during off hours unless its an emergency and she should be given an opportunity to do so.
42. The prejudice to the Landlord is minimal. This order is a behavioural order. If the Tenant continues to allow excessive noise to emanate from the rental unit/residential complex, for the Tenant to control her guests, and not to disrupt the Landlord during off hour, the Landlord may obtain an eviction order under Section 78 of the Act.
43. Lastly, the Tenant demonstrated some ability to modify her behaviour following the service of the N5 Notices and expressed the willingly to comply with building rules and what the Landlord expects going forward, and the Tenant has been living at the complex for 15 years. It is in my view, not appropriate to terminate the tenancy and evict the Tenant. I accept the Tenant has to capacity to make efforts in managing the noise, controlling her guests, and not disrupt the Landlord during off hours unless its an emergency.
44. 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 conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
45. The Landlord incurred costs of \$201.00 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 continues if the Tenant meets the conditions set out below. For a period of one year, starting January 21, 2026, until January 21, 2027, the Tenant must comply with the following terms:
 - The Tenant, guests, or occupants shall not commit any act that substantially interferes with the reasonable enjoyment of the Landlord or other tenants in the residential complex, which is identical to or similar to the actions of undue excessive noise set out in the N5 Notice of Termination that formed the basis of this L2 application. This behaviour includes but is not limited too not to cause or permit excessive noise, late-night disturbance, yelling, banging (including doors and hallways), or other disruptive behaviour.
 - The Tenant shall not engage in abusive, threatening, or harassing language or conduct towards the Landlord, the superintendent, their family members, or any other tenant.
 - The Tenant, guests, or occupants shall not smoke in any indoor common areas in the residential complex

- The Tenant shall ensure that any animal brought onto the residential complex by the Tenant or her guest, is to be kept on a leash in the common areas and all waste is promptly and properly cleaned up, forthwith.
 - The Tenant shall not contact the superintendent outside their normal business hours (example 9:00 a.m. to 5:00 p.m.) except in the case of a genuine emergency involving health, safety, or the integrity of the residential complex. The Tenant shall not contact the Landlord or Superintendent if she loses her keys.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
 3. The Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
 4. The total amount the Tenant must pay the Landlord is \$201.00.
 5. If the Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Anthony Bruno
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.