



Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006

Citation: Real Ontario Development Corp. v Gore, 2026 ONLTB 7903

Date: 2026-01-26

File Number: LTB-L-090791-25

In the matter of: Unit 1-1, 206 Breton Road
Sault Ste. Marie ON P6B1B1

Between: Real Ontario Development Corp. Landlord

And

Ashton Gore Tenant

Real Ontario Development Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Ashton Gore (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.

The Landlord also applied for an order requiring the Tenant (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlord also applied for an order requiring the Tenant (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 20, 2026.

The Landlord and the Tenant attended the hearing. Paula Pyette, Cathy Lamont, and Tim Rainone attended as witnesses for the Landlord.

Determinations:Preliminary Issues:

1. The guarantor, Paula Pyette raised the preliminary issue that she should be removed from the Application because she was not a tenant. She does not live in the rental unit and did not sign the tenancy agreement as a tenant. The parties consented and I agreed to remove Ms. Pyette from the application.
2. The Tenant raised the preliminary issue that he did not receive the Landlord's disclosure, but only saw it on the Board's portal on January 13, 2026. He admits he did not send his own disclosure to the Landlord. Both parties acknowledge reading each other's disclosure on and before January 13, 2026, therefore I'm satisfied there is no procedural unfairness to any party regarding disclosure before that date. However, the Landlord submitted a number of documents on January 18, and 19, 2026 which the Tenant had not seen nor received. The Landlord stated she didn't know she had to send them to the Tenant. As this was a day before the hearing I find that it would be procedurally unfair to admit these numerous documents and therefore, they were not admitted into evidence.
3. The Tenant raised the issue that he received three N5 notices with different termination dates. There is no inherent confusion or unfairness with receiving multiple notices of termination. The third notice was not before me and the second notice was found to be invalid. This application relies only on one notice of termination given September 29, 2025 about which there was no confusion.

N5 Notices

4. 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. Therefore, the Tenancy is terminated as of February 6, 2026.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On September 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging the Tenant substantially interfered with other Tenants by making banging noises, and accusations about spying ('First N5 Notice'). On the basis of the allegations of banging, 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).
7. On October 8, 2025, the Landlord gave the Tenant a second N5 notice of termination alleging the Tenant made noise sufficient to substantially interfere with other Tenants on October 1, 2025 and October 5, 2025, and caused damage to the rental unit door. This second notice of termination was not a valid notice pursuant to section 68 of the Act because the conduct complained of occurred less than seven days after the first notice was given to the Tenant. I deal with the monetary aspect of the damage below.
8. Because the Landlord's L2 Application was filed within 30 days of the date of termination in the First N5 Notice the Landlord was permitted to proceed on the basis of that First N5 Notice.

Factual Findings

9. Evidence was provided by two neighboring tenants, C. Lamont and T. Rainone that the banging could be heard repeatedly coming from the Tenant's rental unit. The sound was like a bat or other object was being hit against something.
10. Mr. Rainone complained to the Landlord about this noise on July 3, 2025 and also called police at 1:45 a.m. He sourced the noise as coming from directly under his kitchen which is in the Tenant's rental unit. Mr. Rainone testifies it was quiet from the second week in November to early December.
11. Ms. Lamont testified to hearing noise on October 6th in the morning, which she believes was emanating from the Tenant's rental unit, which was the loudest she had heard thus far, as well as other days after the notice was served, such as November 21, 2025, November 22, 2025 and December 14 and December 29, 2025. Each was at night after 11:00 pm usually, with a few loud bangs that would last no longer than 10 or 20 minutes. On December 29, 2025 she also heard very loud music from his unit in the common areas at 10 or 11 p.m.
12. Mr. Rainone and Ms. Lamont both testified to hearing repeated banging through September and October but could not identify any other dates and times specifically and therefore I disregard this aspect of his testimony because it would be procedurally unfair to the Tenant to expect him to answer to vague allegations without specificity.
13. The Landlord testified she received several email noise complaints about the July 3, 2025 incident from S. Ritchie and C. Lamont. She also received several noise complaints by email on September 21, 2025 and September 22, 2025 from a condo owner named S. Ritchie and also T. Rainone. I note that Mr. Rainone didn't recall those dates, although given an opportunity to review his notes and phone records. I also note Ms. Lamont recalled no dates before October 5, 2025. Although given several opportunities, three breaks to organize her disclosed records, and guidance on the documents she may want to reference, the Landlord was unable to produce specific emails from any of these neighbours regarding the dates she referenced and felt they must be among the disclosure that was disallowed.
14. The Landlord produced a video created by Susan Ritchie, another condo owner, sent to her on September 22, 2025. Banging could clearly be heard. The video shows the wood grain of a something close-up. It does not show the unit number. Ms. Ritchie did not testify at the hearing. I therefore have no evidence as to when she made this video or at what time of day. The Landlord was told by Ms. Ritchie that she was standing in front of the Tenants rental unit door when she made the video. In addition to the procedural weaknesses in the video itself, this is hearsay. Ms. Ritchie was unavailable for cross-examination by the Tenant, and no evidence was provided by that Landlord sufficient to establish that this hearsay evidence was necessary. Accordingly, I give this video little weight.
15. The Tenant denies making any noise. At first he testified he wasn't informed about making noise, but then agrees when challenged that the Landlord sent him an email on July 3, 2025 about making the noise. The Tenant produced two videos taken by him using his phone to record banging he heard and claims all noises must have been made by others.

He testified he took these videos on October 3, 2025 at 5 p.m. and September 30, 2025. Although these videos appear to show someone else banging, it is unclear if that person is in the next room of the same rental unit, or in an adjacent rental unit. They are also not on the dates the Tenant is alleged to have made noise. I therefore find, that although they prove someone else makes noise, it could be a guest of the Tenant, or another condo owner. The videos, therefore, are determinative of very little in this case.

16. The Tenant provided evidence that he had a flight booked from November 7, 2025 to December 9, 2025. He did not produce the tickets or boarding passes, only the emails he received from Delta Airlines reminding him to check in. He says he could not have made the noise on November 21, 2025 alleged by Ms. Lamont, which is proof he made none of the noises. I disagree. It is only proof that on November 21, 2025 he may not have made that noise.
17. I note Ms. Pyette testified to a hearsay conversation with her sister-in-law about the Tenant. Ms. Pyette's evidence is entire hearsay and double hearsay. I therefore give her evidence no weight for its lack of detail, reliability, independent verification and the probative value. Moreover, the Tenant had no way to cross-examine the true creator of the information – the sister-in-law, which is procedurally unfair.
18. I am satisfied based on the evidence provided, and which was accepted, that on at least July 3, 2025 and September 21 and 22, 2025 the Tenant or an occupant of the Tenant's rental unit or a person permitted in the residential complex by the Tenant has repeatedly caused banging noises in his rental unit.

The Noises Substantially Interfered

19. The Landlord must prove on a balance of probabilities that the noises substantially interfere with the reasonable enjoyment of the rental unit or residential complex by other condo owners for all usual purposes, or substantially interfered with the Landlord's rights interests and privileges.
20. The other condo owners testified as to the impact they experience from the banging noises made. Mr. Rainone was woken from his sleep. C. Lamont was disturbed in the evening, as the sound was so loud it reverberated. She has been woken up by the noises and is afraid to investigate or knock on the Tenant's door to speak with him. She is elderly and afraid of the Tenant because he is bigger than she is and has spoken rudely to others. She feels uncomfortable in her own building.
21. The Landlord received numerous complaints from other condominium owners and has a duty to ensure her Tenant doesn't disturb the other elderly condo owners. She testified the building is housed with seniors who are very quiet and have a reasonable expectation the building will remain that way.
22. I am satisfied the Landlord proved on a balance of probabilities the banging noises interfered with the other condo owners reasonable enjoyment of the residential complex. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord, who is obligated pursuant to condo corporation rules to regarding disturbances she or her tenants make.

Compensation for Damages to the Door

23. The Landlord claims the Tenant, or someone the Tenant allowed into the rental unit, or an occupant, damaged the entry door. She discovered it was damaged when the Tenant notified her on September 24, 2025 that he was having difficulty opening the door.
24. The Landlord produced a report from Glass Employees, a door company. D. Marsco identified the problem with the door and quoted \$3,672.50 to replace it. This is the only quote although she managed to have it reduced by \$500.00. No photo was produced of the door but the description by D. Marsco was sufficiently clear to establish the scope of the damage. The entry door to the rental unit was damaged on the inside through significant force exertion causing a split along the latching edge which affects the strength of the door. The entire door requires replacing because the core is damaged.
25. The Tenant testified that he returned from camping with friends but couldn't get his key to work. He went into the unit through his back window, removing the screen. He said he struggled to open and close the door but eventually adjusted it and now it works. He has no idea how the split happened but doesn't dispute the door is damaged.
26. I find on a balance of probabilities that it is more likely than not the Tenant or someone he permitted into the residential complex, damaged the door negligently or willfully. I say this because the split occurred on the inside of the rental unit, where only the Tenant had access and based on the comments of D. Marsco in his quote, could not have happened from normal wear and tear.
27. The Landlord has not replaced the door yet. The Landlord will incur reasonable costs of \$3,672.50 to replace property that was damaged as it cannot be repaired.

Daily Compensation and Rent Deposit

28. The Tenant was required to pay the Landlord \$3,333.12 in daily compensation for use and occupation of the rental unit for the period from October 20, 2025 to January 20, 2026.
29. Based on the monthly rent, the daily compensation is \$35.84. This amount is calculated as follows: \$1,090.00 x 12, divided by 365 days.
30. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
31. The Landlord collected a rent deposit of \$1,090.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$42.05 is owing to the Tenant for the period from May 30, 2024 to January 20, 2026.
32. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

33. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
34. The Tenant is single and has lived in the one-bedroom condo rental unit alone since June 1, 2024. This tenancy is fairly young and in that time numerous complaints have generated regarding this Tenant.
35. Witnesses testified that since the notice of termination was given to the Tenant noises have continued and I am satisfied that the only abatement in noise was when he was in Florida, for whatever length of time he was gone. This tells me that even with the danger of eviction, and the complaints from numerous other condominium owners, the Tenant is unwilling to stop making loud banging noises late at night which disturb others. I am mindful that this is not a building with young families, but a building of seniors who live quietly.
36. The Landlord provided evidence that when trying to work with the Tenant, either to reduce noise, repair the door or obtain unpaid rent, the Tenant has been rude and threatening. She described his texts, which demonstrate a threat of legal action or calling police. At one point he texted to the Landlord "*Don't mess with an American's Home*". Given the strife across the border, the Landlord testified this caused her fear.
37. Considering all the circumstances disclosed to me, I find that, given the numerous complaints, the unceasing noise making, and the uncooperative nature of the Tenant's responses, including suggestive threats, it would be unfair to delay or deny eviction.

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 6, 2026.
2. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 7, 2026.
4. The Tenant must pay the Landlord is \$6,059.57. This amount is comprised of the following amounts:
 1. \$3,333.12, which represents compensation for the use of the unit from October 20, 2025 to January 20, 2026, if not already paid by the Tenant.
 2. \$3,672.50, which represents the reasonable costs of replacing the damaged property.
 3. \$186.00 for the cost of filing the application.

4. Less, \$1,132.05 which is the amount of the rent deposit and interest on the rent deposit owed to the Tenant by the Landlord. This is deducted from any amount owing by the Tenant.
5. In addition to the amount in paragraph 4, the Tenant shall also pay the Landlord compensation of \$35.84 per day for the use of the unit starting January 21, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Julie Broderick
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 7, 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.