



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tsitsiludis v Nixon, 2026 ONLTB 7904

Date: 2026-01-27

File Number: LTB-L-091392-25

In the matter of: 2, 104 Station St
Belleville ON K8N2S5

Between: John Tsitsiludis Landlord

and

Paul Nixon Tenant
Rebecca Cottrell

John Tsitsiludis (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Nixon and Rebecca Cottrell (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.

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

Only the Landlord and the Landlord's representative P. Stevens attended the hearing. George Goodman and Terry-Lynn Gale attended as witnesses for the Landlord.

As of 10:14 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Landlord spoke with the Tenant on January 19, 2025 about the hearing date and was told by the Tenant he wasn't sure if he would attend and needed to talk with his advisor. 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. 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 on February 7, 2026.**

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 22, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the allegations that the Tenant substantially interfered by constantly fighting, making loud noises and banging, allowing their dog to bark and leaving possessions in the hallway and stairs blocking egress.
4. The Landlord testified that he received numerous complaints from tenants about the Tenants fighting with each other loudly and the dog barking continually throughout August and September. On September 7, 2025 the Landlord attended the rental unit because the police were called due to fighting at 11:00 p.m. He observed significant clutter with objects blocking the stairwell above and below and upon the stairs. Photos taken on September 7, 2025 were produced showing objects in the hallway piled up, including a sofa, bikes, tires, and metal. These objects blocked access to the fire extinguisher in an orange box on the wall.
5. George Goodman, a neighbouring tenant, testified that he has sent numerous texts the Landlord about the Tenant's noise and he has regularly called police. On August 2, 2025 the Tenants were fighting upstairs and dog barking at 6:45 a.m. He was woken up from sleep and could not get the rest required after his kidney transplant. On August 4, 2025 this fighting and dog barking happened again. Mr. Goodman again called police at 6:30 p.m. Fighting lasts from 10 minutes to half hour and although he can't hear everything said, it is disturbing.
6. Terry-Lynn Gale, another neighbouring tenant, testified to a number of incidents:
 1. On August 23, 2025 she heard things smashing at 1 a.m. It went on for a couple of hours and she called and spoke to police. When police left, they began fighting again.
 2. This fighting occurred on August 24, 2025 just after midnight, and she once again called police.
 3. August 26-28, 2025 there was more fighting and police were called each night. She has called police when the fight at night 20 or 30 times.
7. Ms. Gale testified that she was pregnant at the time and brought a newborn home in October, 2025. Fighting has been constant since October and still continues. People are below her window yelling and doing drugs. The baby wakes and it is very disruptive.
8. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The belongings and objects stayed in the hallway and stairwell. Ms. Gale testified to incidents that occurred during the voiding period as follows:
 1. On September 28, 2025 there was slamming doors, the Tenants were yelling they would stab each other. The male Tenant broke a window of the rental unit. Ms. Gale texted the Landlord who came on September 29th to investigate. The female Tenant, Rebecca told Ms. Gale Mr. Nixon broke the window.

2. On September 29, 2025 at 11:30 pm – 12:00 pm there was another big fight, and the male tenant threw the female tenants belongings into the road. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
9. The Landlord's representative submits that although both witnesses cannot always give specific dates fighting has occurred, their evidence is it has been continuous and almost daily. Since the notice was filed the behaviour has continued. I agree with the Landlord that the impact is substantial, with lost sleep, disruptive living, blocked egress, which is unsafe and hazardous, all of which substantially interfere with the reasonable enjoyment of the rental unit by the other tenants, and the rights, interests and privileges of the Landlord.

Daily Compensation and Rent Deposit

10. The Tenant was required to pay the Landlord \$4,833.36 in daily compensation for use and occupation of the rental unit for the period from October 15, 2025 to January 20, 2026.
11. Based on the monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days. The Tenant is not in arrears of rent.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Relief from eviction

14. 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.
15. The Tenant did not attend to give evidence of their circumstance.
16. The Landlord is seeking a standard order for termination of the tenancy, which I find not unfair in the circumstances.

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 7, 2026.
2. If the unit is not vacated on or before February 7, 2026, then starting February 8, 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 8, 2026.
4. The Tenant shall pay the Landlord compensation of \$49.32 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.

5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026 at 4.00% annually on the balance outstanding.

January 27, 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 8, 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.