



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-074275-25

In the matter of: 46, 725 BRUCE AVE
SUDBURY ON P3C5S6

Between: UNICORN NON-PROFIT HOMES INC. Landlord

And

MEGAN ROY Tenant

UNICORN NON-PROFIT HOMES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MEGAN ROY (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 December 17, 2025.

Only the Landlord's Legal Representative Leo Corsetti and the Landlord's Agent Brent Huot attended the hearing.

As of 2:26 PM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. 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. Therefore, the tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before February 15, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's application is based on two N5 notices. The first N5 notice was served on the Tenant on May 28, 2025 with a termination date of June 18, 2025. The second N5

notice was served on the Tenant on September 5, 2025 with a termination date of September 20, 2025.

4. The first N5 notice of termination alleges that the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person due to noise on May 17 and 25, 2025.
5. Kevin Morgan a tenant within the residential complex is one of the Tenant's neighbours. He testified that he believes illegal drug activity is occurring at the Tenant's unit as there are constant comings and goings of individuals to and from the Tenants unit every hour or two and the individuals only remain at the unit for brief periods of time. He stated that the individuals coming and going from the Tenant's unit are often noisy; screaming, yelling and banging doors. He further testified that based on his previous life experience as a former addict himself, he recognizes the individuals attending the Tenant's unit as drug addicts based on their demeanors and physical appearance.
6. On May 17, 2025 he stated there were a number of visitors coming and going from the Tenant's unit and that visitors were making noise by yelling and screaming and that noise continued through out the night as individuals came and went from the Tenant's unit.
7. Cesar Castro another neighbour of the Tenant testified that he also suspects illegal drug activity is occurring at the Tenant's unit and has called crime stoppers in the past. On May 17, 2025 he heard an individual screaming and banging on the Tenant's door at 12:45 AM. He looked out his window and observed a guest of the Tenant lying on the ground in front of the Tenant's unit screaming.
8. I am satisfied on the uncontested evidence before me that at least one of the incidents of noise alleged in the first N5 notice occurred, Although Mr. Morgan and Mr. Castro both testified that the noise from the Tenant and or their guests occurred on a daily basis, there was no direct evidence that the noise specifically continued during the voiding period as such on a balance of probabilities I am satisfied the Tenant has voided the first N5.
9. Pursuant to section 68 of the *Residential Tenancies Act, 2006* (Act) the Landlord was entitled to serve the second N5 notice of termination on the Tenant, if an activity took place, conduct occurred or a situation arose that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67 of the Act.
10. The second N5 notice of termination alleges that the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person due to noise on August 22, September 3 and September 4, 2025.
11. Kevin Morgan testified that on September 3, 2025 an individual was pounding the glass patio door at the back of the Tenant's rental unit causing noise and demanding money from the Tenant.
12. Cesar Castro testified that in the summer of 2025 his barbeque was stolen, so he installed security cameras at the front and back of his rental unit. He further testified that the only way to access the Tenant's backyard from the exterior is by travelling through his backyard.

13. He stated that individuals are constantly going through his backyard to access the Tenant's rental unit through the sliding door and that when doing so the individuals are noise and slam the sliding door.
14. Video surveillance showing individuals cutting through his backyard to access the Tenant's unit causing noise were tendered and showed occurrences as follows:
- August 22, 2025 at 10:49 PM, 11:41 PM and 11:47 PM
 - August 28, 2025 at 9:56 PM
 - August 29, 2025 at 1:05 AM, 1:24 AM and 4:09 AM
 - August 30, 2025 at 12:52 AM, 1:16 AM, 1:49 AM, 4:22 AM and 4:37 AM
 - August 31, 2025 at 3:47 AM, 4:41 AM and 4:54 AM
 - September 1, 2025 at 3:47 AM, 3:51 AM, 3:52 AM and 5:57 AM
 - September 2, 2025 at 1:52 AM, 2:40 AM, 2:50 AM, 3:33 AM, 4:15 AM, 4:23 AM, 8:52 PM AND 9:08 PM.
 - September 3, 2025 at 1:16 AM, 3:10 AM, 4:23 AM, 4:36 AM, 5:12 AM, 5:19 AM, and 7:35 AM.
 - September 4, 2025 at 1:42 AM, 4:04 AM, 4:44 AM, 4:46 AM and 5:02 AM.
15. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that this conduct has substantially interfered with the Landlord's and other tenants' reasonable enjoyment of the residential complex.
16. The Landlord's Agent indicated that since the application was filed the Landlord had received further complaints regarding noise cause by the Tenant and/or their guests on October 27, 2025, November 2, 2025, December 1 and 10, 2025.

Daily compensation, NSF charges, rent deposit

17. The Landlord's Legal Representative advised that rent is paid through a subsidy and there are no outstanding rental arrears and daily compensation up to the hearing date was no longer being sought.
18. Based on the monthly rent, the daily compensation is \$9.44. This amount is calculated as follows: $\$287.00 \times 12$, divided by 365 days.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord collected a rent deposit of \$200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$3.58 is owing to the Tenant for the period from April 1, 2025 to December 17, 2025.
21. 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

22. The Landlord's Agent, Brent Huot testified that he is the property manager for the Landlord, and has been for the past 25 years. The Landlord is a private non-profit housing service provider.
23. He stated that the Tenant has resided in the rental unit since April of 2023 and he has been receiving noise complaints about the Tenant since the spring of 2025. He stated that the Tenant had two children when she moved into the residential complex, but they are no longer in her custody.
24. The Landlord sought a termination of the tenancy due to the continued noise issues related to the Tenant and or their guests. The Tenant did not attend the hearing to provide submissions regarding their circumstances and the Landlords' Legal Representative was unaware of any circumstances to consider with respect to relief from eviction.
25. 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.

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 15, 2026.
2. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$17.58 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
6. The Landlord is authorized to offset the following amount from the amount the Landlord owes the Tenant: \$9.44 per day for the use of the unit starting December 18, 2025, until the date the Tenant move out of the unit.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

8. If the Landlord or the Tenant do not pay to the other any sum of money that is owed as a result of this order on or before February 15, 2026, interest will start to accrue. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

Sean Ramage
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 16, 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.