Order under Section 69 / 89
Residential Tenancies Act, 2006

Citation: Tambur v Robertson, 2026 ONLTB 11662
Date: 2026-02-04
File Number: LTB-L-043235-25

In the matter of: B, 50 Stirling Avenue South
Kitchener Ontario N2G3N9

Between: Ann Tambur — Landlords
1000147224 Ontario Inc

And

Tierra Robertson — Tenant

Ann Tambur and 1000147224 Ontario Inc (the 'Landlords') applied for an order to terminate the tenancy and evict Tierra Robertson (the 'Tenant') 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.

Ann Tambur and 1000147224 Ontario Inc (the 'Landlords') also applied for an order requiring Tierra Robertson (the 'Tenant') to pay the Landlords' reasonable out-of-pocket costs the Landlords 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.

This application was heard by videoconference on September 24, 2025.

The Landlord, Ann Tambur (“AT”), and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated and the tenant must vacate the rental unit on or before February 9, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

4. On May 23, 2025, the Landlords gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations: the Tenant has seriously impaired the safety of another tenant at the residential complex and the Tenant has willfully damaged the rental unit or residential complex.

Serious Impairment of Safety

5. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Divisional Court clarified that an individual does not have to be hurt or injured and a serious impairment of safety may include:

> (i) the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
>
> (ii) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
>
> (iii) extremely loud and intense arguments could easily result in violence and would be a safety hazard.

6. AT testified that the Tenant gets into conflicts with other tenants and responds poorly. AT provided videos which showed the Tenant threatening other tenants, specifically the tenant from unit A. In one video the Tenant threatened another the tenant from unit A to "get a rock and smash his face". In another video, the Tenant has a large piece of wood and is threatening the tenant from unit A with it. These incidents took place on October 29, 2024.

7. AT provided another video which had been sent to AT by the Tenant in which the Tenant appears to provoke a conflict with a tenant from unit A and then the tenant from unit A kicks at and yells at the Tenant. This incident occurred on November 30, 2024.

8. AT testified that on January 2, 2025 AT was told the Tenant, attended different tenants' unit, unit C, and proceeded to hit the tenants' unit door with a baseball bat. AT was called to attend the residential complex and when she got there the Tenant was pacing up and down the sidewalk yelling at the unit C tenants "your kid is retarded" and "Don has a small dick".

9. The Tenant did not deny getting into the altercations with the tenant from unit A. The Tenant however instead testifed that the Landlords did not properly deal with the Tenant's concerns about the tenant in unit A. The Tenant provided texts and emails to show that she had complained about the tenant in unit A to the Landlords.

10. The Tenant denied hitting unit C tenants' door with a bat but acknowledged that there was a heated argument with threats from both sides. The Tenant also did not let the Landlords know that there was a noise issue with the tenants in unit C.

11. Regardless of whether the Tenant had concerns with the behaviour of other tenants, I am not satisfied that the Tenant is justified in her reactions to the other tenants. If the Tenant was not satisfied with the Landlords' response to her complaints, then she could have filed an application with the Board, resorting to self help and assault is not the answer.

12. Threatening to smash another tenant's face in and swinging a large board at another person poses a serious risk of harm. Engaging in verbal altercations that could easily escalate to violence also pose a serious risk of harm. These are all behaviours I am satisfied that the Tenant has engage in at the residential complex.

13. As such, I am satisfied based on the evidence before me that the Tenant engaged in behaviour that seriously impaired the safety of other tenants and that this behaviour occurred at the residential complex.

Undue damage

14. AT claimed that the undue damage resulted from the Tenant hitting unit C's door with a baseball bat on January 2, 2025. AT provided a photo from May 6, 2025, which purports to show a dented door and a receipt from January 3, 2025, which indicates a door frame was repaired.

15. Again, the Tenant denied hitting the door with a baseball bat.

16. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden is the Landlords.

17. Here, I am not satisfied that the Tenant hit the door with a baseball bat. AT was not present at the time the incident occurred and has no firsthand knowledge of what happened to the door. The photo provided shows a door that is scuffed up and is from approximately 5 months after the alleged incident. While there is a receipt, it does not establish who, or what broke the door frame.

18. The Landlords did not call either tenant from unit C who could have provided testimony regarding how the door was damaged and the only person's firsthand knowledge I have is the Tenant's which is a denial of using a baseball bat to hit the door.

19. As such, I am not satisfied that the Landlords have established that it is more likely than not the Tenant caused undue damage to the door.

Compensation for damages

20. Since I am not satisfied that the Landlords have established that the Tenant caused undue damage, the Landlords' claim for compensation for damages is also dismissed.

Relief from eviction

21. The Tenant testified she has resided in the rental unit since 2006, and she cannot afford another unit. The Tenant testified she has had some lapses in judgment but can change her behaviour. The Tenant testified that she has nowhere else to go.

22. AT testified that the Tenant has a pattern of reacting inappropriately to conflict. AT testified that she does not believe a conditional order would be appropriate because the Tenant would not be able to control herself if a conflict arises. AT testified that the

residential complex is in chaos because of the Tenant's behaviour. AT testified that the Tenant continues to escalate and continues this behaviour in front of AT.

23. Unfortunately, I am not persuaded that this tenancy can be preserved. I am not satisfied that the Tenant has the ability to control her behaviour to the point to ensure the safety of the other tenants. This was not an isolated incident with one tenant, there have been multiple incidents with multiple tenants.

24. While the Tenant indicates that she would be able to change her behaviour, I am not satisfied that is the case. If she was able to do so, she should have changed her behaviour after the first incident in October 2024. I would be more persuaded this was a lapse in judgment, as the Tenant wants me to believe, if there were no further incidents. However, there were more incidents in November 2024 and January 2025, and I am satisfied that there continue to be similar incidents up to the hearing as AT testified.

25. I am satisfied this is a pattern of behaviour with the Tenant and find that is would be more unfair to the Landlord to continue to the tenancy in light of the circumstances.

26. As such, 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.

27. The Landlords incurred costs of $201.00 for filing the application and is entitled to reimbursement of those costs.

28. The Landlords collected a rent deposit of $560.00 from the Tenant and this deposit is still being held by the Landlords.

29. Interest on the rent deposit, in the amount of $198.21 is owing to the Tenant for the period from June 1, 2006, to September 24, 2025.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 9, 2026.

2. If the unit is not vacated on or before February 9, 2026, then starting February 10, 2026, the Landlords 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 Landlords on or after February 10, 2026.

4. The Tenant shall pay to the Landlords $201.00 for the cost of filing the application.

5. The Landlords owes $758.21 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owes on the rent deposit exceeds the amount the Landlords are entitled to by $557.21.

7. If the Landlords do not pay the Tenant the full amount owing on or before February 15, 2026, the Landlords will start to owe interest. This will be simple interest calculated from February 16, 2026, at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

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Nicole Pedron
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 10, 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.