



Order under Section 69 Residential Tenancies Act, 2006

Citation: Varrin v Thompson, 2026 ONLTB 13101

Date: 2026-02-11

File Number: LTB-L-002665-26

In the matter of: 1648 CHURCH ST
GRIFFITH ON K0J2R0

Between: Shawn Varrin Landlord

And

Zachariah Thompson Tenant
Tiffany Hanley

Shawn Varrin (the 'Landlord') applied for an order to terminate the tenancy and evict Zachariah Thompson and Tiffany Hanley (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 February 4, 2026.

The Landlord and the Tenant attended the hearing.

Reasons:

1. The Landlord applies to terminate the tenancy based on an N5 notice of termination alleging that the Tenant substantially interfered with his reasonable enjoyment by sending emails on November 29, December 4, and December 5, 2025.
2. The Landlord argues that the emails substantially interfered with his reasonable enjoyment in two ways: they threatened him; and they were profane, insulting, and abusive.
3. I am not satisfied that the threats in the emails were of a nature that substantially interfered with the Landlord's reasonable enjoyment. However, I agree that the abusive language in the December 4 and 5 emails substantially interfered with the Landlord's reasonable enjoyment. The Tenant called the Landlord "fat," "dumber than you look," a "fool," a "dumb fucking prick," a "dumb fucking idiot" (twice), and "totally fucking useless."
4. Impolite language is not, in itself, sufficient to establish substantial interference with reasonable enjoyment. Landlords and tenants are not required to be friendly with each other. However, I have no hesitation in concluding that the December 4 and 5 emails

crossed the line, and were offensive and abusive communications which substantially interfered with the Landlord's reasonable enjoyment. No person should be expected to endure streams of profanity and insults.

5. The Tenant did not void the N5 by ceasing the conduct after receiving the N5. On January 9, he sent another email calling the Landlord a "fucking liar," "fucking pathetic," a "fucking scumbag," a "lying scumbag," and a "rich prick."
6. The Tenant admits to having sent the emails. In response to the application, he sought to adduce evidence that the Landlord had also not met his obligations, and that the emails were therefore justified or at least, provoked.
7. I do not find the Tenant's argument to be relevant. His conduct substantially interfered with the Landlord's reasonable enjoyment. That is true regardless of whether or not the Landlord has also substantially interfered with the Tenant's reasonable enjoyment. If the Landlord has contravened the *Residential Tenancies Act, 2006* (RTA), the Tenant's remedy is to bring an application against him. The Landlord's alleged contraventions of the RTA do not authorize the Tenant to also contravene the RTA.

Relief from eviction

8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the RTA.
9. The Tenant does not oppose eviction, but asks that it be postponed until March 31, 2026. He says that his wife and child have already moved out of the unit, and he has found a new home for April 1. The Landlord opposes any delay.
10. On the evidence before me, the Tenant's abusive conduct is likely to continue for the rest of the tenancy. I invited the Tenant to give evidence to show that his conduct would cease. Instead, he testified that he acts out of frustration because he finds the Landlord's conduct intolerable. He repeatedly veered into testimony denouncing the Landlord's ongoing conduct. I conclude that nothing has changed, and that the Tenant has every intention of continuing to send abusive emails.
11. In the circumstances, it would be unfair to the Landlord to delay eviction. A standard order will issue terminating the tenancy eleven days from the date of this order.

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 22, 2026.
2. If the unit is not vacated on or before February 22, 2026, then starting February 23, 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 23, 2026.

4. The Tenant shall pay the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026
Date Issued

Dale Whitmore
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 23, 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.