



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084030-25

In the matter of: 8, 115 FOXRIDGE DR
SCARBOROUGH ON M1K2G4

Between: 1916923 Ontario Inc. Landlord

And

Ashley Scott-Montgomery Tenant

1916923 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Scott-Montgomery (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 3, 2026.

Only the Landlord's Agents Graham McIntyre and Stephen McIntyre attended the hearing.

As of 10:15am, 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 is terminated effective February 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 15, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: that on August 7, 2025, the Tenant yelled at the Landlord's Agent Graham McIntyre, called him a pervert, and said she was going to call the police on him.
4. The rental unit is a small 3-floor building with an attached backyard.

5. The Landlord's Agent Graham McIntyre testified at the hearing. He testified that on August 7, 2025 he was on the property conducting an inspection of some rodent traps which had been tipped over. He testified that while he was in the backyard he noticed that a purse had been left on a table outside and ignored it.
6. The Agent testified that the Tenant began screaming at him from her window saying "make sure you get good pictures" and "don't touch my property" The Agent testified that the Tenant had previously made several false reports to police involving his conduct in the past, and the parties had been advised by police not to interact so he informed the Tenant that he would not communicate with her.
7. The Tenant subsequently came downstairs and confronted the Agent, accusing him of looking through her purse and informing him that her son had called the police who were on the way. The Agent testified that the Tenant screamed at him and called him a pervert loudly enough for other Tenants in the complex to hear. The Agent speculated that the Tenant had left her purse outside in order to set some sort of trap for him, and denied that he had looked inside it.
8. The Tenant did not stop the conduct or activity after receiving the N5 notice of termination. The Tenant displayed similar behaviour on August 20, 2025. 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 Agent testified that on August 20, 2025, he was doing maintenance in the backyard and the Tenant was outside drinking with her son. She began filming the agent, and once again called him a pervert used profanity towards him. The Tenant subsequently called the police and informed them that the Agent had a weapon, which he did not.
10. I found the Agent's testimony to be concise, credible and reliable, and am prepared to accept his uncontested testimony.
11. I am satisfied that the Tenant's conduct has interact with the Landlord reasonable enjoyment, I accept that it has become difficult for the Agent to attend the rental unit to perform maintenance, or interact with the Tenant in light of their conduct, and the multiple merit reports made to the police regarding his conduct.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$169.37 is owing to the Tenant for the period from September 1, 2017 to February 3, 2026.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
15. 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 not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. The Agent testified that the Tenant's misconduct has continued since the L2 was filed, including when her dog attempted to bite another Tenant days prior to the hearing. The

Landlord also testified that he has filed two separate Applications for eviction LTB-L-006795-25 and LTB-L-062449-25 alleging refusal of entry and harassing behaviour from the Tenant.

16. The Landlord's Legal Agent was not aware of any of the Tenant's circumstances that would support delaying or denying eviction, however he did confirm there is one child in the rental unit. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering that there is a child in the rental unit I find that a short delay to February 28, 2026, is appropriate to allow the Tenant additional time to secure alternate accommodation.

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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026
Date Issued

Reid Jackson
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 September 1, 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.