



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-049278-25 and LTB-T-058958-25

In the matter of: 115 Mitchell
Port Colborne ON L3K1X9

Between: Katharina Walt Landlord

And

Brennan Crozier Tenants
Robert Merrill
Tina Crozier

Katharina Walt (the 'Landlord') applied for an order to terminate the tenancy and evict Brennan Crozier, Robert Merrill and Tina Crozier (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

Katharina Walt (the 'Landlord') also applied for an order requiring Brennan Crozier, Robert Merrill and Tina Crozier (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord 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 Tenants permitted in the residential complex. (L2 Applications)

Brennan Crozier, Robert Merrill and Christina Crozier (the 'Tenants') applied for an order determining that Katharina Walt (the 'Landlord') collected or retained money illegally. (T1 application)

Brennan Crozier, Robert Merrill and Christina Crozier (the 'Tenants') also applied for an order determining that Katharina Walt (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenants replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.
(T2 Application)

Brennan Crozier, Robert Merrill and Christina Crozier (the 'Tenants') also applied for an order determining that Katharina Walt (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 Application)

This application was heard by videoconference on October 28, 2025.

The Landlord, the Landlord's witness Jessica Woods and the Tenants Brennan Crozier and Christina (Tina) Crozier attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

L2 Application

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

3. On May 13, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, alleging the Tenant and or the Tenant's guests were using profanity and insults at the Landlord and interfering with the other tenants' reasonable enjoyment of the residence. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On June 4, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains, in part, the following allegations:

May 31, 2025 the Tenant placed a padlock on the fence gate without providing the Landlord a copy.

May 31, 2025 the Tenant's guest was yelling insults at the Landlord.

Landlord's Evidence

5. The Landlord testified that she believes the Tenant's guest April is actual the Tenant's mom Christina/Tina Crozier.
6. The Landlord testified that the Tenant resides on the main floor of a duplex and the Tenant smokes in the rental unit, yells, argues and makes false complaints to CAS about the upper tenants, causing them to move out of the unit.
7. The Landlord testified that the Tenant put a padlock on the gate to the backyard for a second time and failed to provide her with a key.
8. The Landlord testified that she is unable to attend the property alone due to the profanity, insults and vulgar comments made towards her by April/Tina.
9. The Landlord testified that the Tenant continues to smoke in the rental unit, failed to provide proof of tenant insurance and kicked in the garage door completely destroying the frame for which the police were called and a report made. A copy of the lease with no smoking and tenant insurance required and a copy of the police report were submitted as evidence.
10. The Landlord testified that since filing the application, the Tenant's behaviour has not changed, but is worse, with the Tenant putting a poster in the front door for others to see, claiming the Landlord likes to look at little boys.

Tenant's Evidence

11. The Tenant Tina Crozier testified that there never was a padlock on the gate, she had never spoken badly to the Landlord, that her niece April had been at the unit for 1 week back in April and the Landlord's testimony was all lies.

Analysis

12. Based on the evidence before me, I find on a balance of probabilities, that the Tenant or a person permitted in the residential complex by the Tenant has verbal assaulted the Landlord and placed a padlock on the gate without providing the Landlord with a key. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
13. I further find that the Landlord has not proven that the Tenant or a person permitted in the residential complex by the Tenant has wilfully or negligently caused undue damage to the rental unit or residential complex by damaging the garage door.
14. Therefore, the tenancy shall be terminated.
15. The arrears, daily compensation and last month's rent deposit are dealt with in a separate application.

T1 Application

Illegal rent collected

16. At the hearing, the Tenant withdrew the allegations of illegal rent and interest owing on the last month's rent deposit.

Proceeds from sale of property owing

17. The Tenant testified that the Landlord sold the Tenant's punching bag and is seeking compensation on the amount of \$650.00.
18. The Landlord denies selling the punching bag and refers to one of the videos submitted as evidence in which the punching bag can be seen in the video on June 4, 2025.
19. Based on the testimony and the evidence before me, specifically the video in which the punching bag can be seen, I find that the Landlord did not sell the Tenant's personal property.

T2 Application

Illegal entry

20. The Tenant testified that the Landlord illegally entered the unit on April 8, 2025, for a "meet and greet" and since then had entered the yard at least 2 times per week without notice to attend the outside of the unit.
21. The Landlord testified that she was out of Ontario on April 8, 2025 but agrees that on April 4, 2025, there was a "meet and greet", between the Tenant and the Landlord, her husband and her daughter. She testified that they were invited in and it was a pleasant visit.
22. Based on the evidence before me, on a balance of probabilities, I find that the Landlord did not enter the rental unit illegally and attended the unit with her family to meet the new Tenant.

Altered locks

23. The Tenant testified that the Landlord changed the lock to the garage, locking him out, to use the area to do the renovations to the upper unit.
24. The Landlord testified, and it was uncontested, that the garage was not a part of the rental unit.
25. Therefore, I find that the Landlord did not alter the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.

Substantial interference

26. The Tenant testified that the Landlord substantially interfered with the reasonable enjoyment of the unit by doing renovations on the upper unit for over 4 months, having workers in the yard with no notice and by leaving the gate to the yard open, allowing his dog to get out.
27. The Landlord testified that the renovations did last approximately 4 months, but they did not take place every day and when they did, it was within reasonable times.
28. Based on the evidence before me, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household as the renovations were done in a reasonable manner within reasonable times of the day.

Harassment

29. The Tenant testified that the Landlord harassed him by sending him invoices for grass cutting services, even though it is the Landlord's responsibility to maintain the grass.
30. The Tenant testified that the Landlord harassed him by not providing rent receipts when asked and questioning his friends on the property who they are.
31. The Landlord testified that the Tenant had initially requested to maintain the lawn and asked her to provide him with a lawnmower, which she did.
32. The Landlord further testified that shortly after, the Tenant told her he no longer wanted to cut the grass due to his disability and then called the city bylaw for her not maintaining the yard. She further testified that she then took over the work herself.
33. The Landlord testified that she did provide the Tenant with rent receipts when requested on August 6, 2025 but he then wanted receipts with the address on it.
34. Based on the evidence before me, I find that there is insufficient evidence to demonstrate on a balance of probabilities that the Landlord's behaviour constituted harassment and as a result, the claim of harassment is denied.

Withheld or interfered with vital services or care services

35. The Tenant testified that the Landlord withheld vital services because he pays for hydro for the house and the garage and gas for the entire house, including the other unit.
36. The Tenant's testimony is that he is paying for utilities for the entire home, not just his unit.
37. There was no evidence from the Tenant that the Landlord withheld any vital services at any time, therefore, I find that the Landlord did not withhold or interfere with the Tenant's vital services.

T6 Application

38. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the application. Therefore, the application is dismissed.
39. The Tenant testified that the unit was not ready to move into until April 4, 2025, that there was no p-traps in the drain which caused the smell of gas and that a shoe string was used as a door handle for the bathroom door until he replaced it with a door handle.
40. The Tenant further testified that the unit was not clean when he moved in, that he had to clean the rugs, wash the walls and burn incense to cover the smell.
41. The Tenant testified that the toilet had backed up due to tree branches and a plumber had to attend to fix it, the gate latch didn't work and there was mold painted over in the kitchen.
42. The Landlord testified that there were no p-traps needed and she had that confirmed through the plumber.
43. The Landlord testified that her husband had replaced the entire door to the bathroom, the previous tenant had left the unit immaculate and she additionally hired a cleaner, which she had the invoice for and the issue with the toilet was caused by the Tenant flushing non-flushable wipes.
44. The Landlord testified the gate latch was fixed and the paint in the kitchen was used to stop the mold, and that is what it was doing, as there was no further issues.
45. Based on the evidence before me, I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the rental unit.
46. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
47. In this case, I find that the Tenant has not proven there was p-trap required, the issue with the bathroom door was corrected, there was no evidence to the condition of the unit when the Tenant moved in to suggest it was not in a clean state and the Landlord had an invoice for the cleaning of the unit. The gate latch appears to have been working, as it was alleged the Tenant had put a padlock on it without proving the Landlord with a key and there was no evidence that there was any issue with the paint which had been used to cover mold.

Relief from eviction

48. The Landlord is seeking termination of the tenancy.
49. The Tenant had testified that he had disabilities.

50. 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.

It is ordered that:

L2 Application

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 pay to 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 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 12, 2026
Date Issued

Brenda Mercer
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 31, 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.