



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

File Number: LTB-L-090422-25

In the matter of: Basement Unit, 11 COURTICE CRES
Collingwood ON L9Y4N7

Between: Scott Strandholt Landlord

And

Bricen Farrow Tenant
Kylie West

Scott Strandholt (the 'Landlord') applied for an order to terminate the tenancy and evict Bricen Farrow and Kylie West (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety, or housing standards.
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex; and
- 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 Landlord also applied for an order requiring Bricen Farrow and Kylie West (the 'Tenant') 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 Tenant permitted in the residential complex.

This application was heard by videoconference on January 13, 2026.

Only the Landlord attended the hearing.

As of 10:41 a.m. , 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 and the claim for compensation in the application. Therefore, the tenancy is terminated on February 17, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. The Landlord gave the Tenant a valid first N5 Notice under section 62(3). Therefore, the Landlord was entitled to give the Tenant a second N5 Notice under section 68 of the Act.
4. On October 26, 2025, the Landlord gave the Tenant a second N5 notice of termination alleging substantial interference, wilful/negligent damage to the rental unit or residential complex and overcrowding. The notice of termination contains the following allegations:
 - Between July and October 2025, repeated incidents of excess noise, disturbances, and frequent activity occurring all hours, substantially interfering with the reasonable enjoyment of the Landlord and other tenants in the residential complex. These disturbances are impacting the overall comfort and quiet enjoyment of the property and the neighbourhood in general.
 - There have been reports of multiple people living in the rental unit.
 - The N5 describes the following damage: broken window in basement, bear mace spray or paint and dents in and on front door and closet mirror door is broken and is outside of the rental unit.
5. The Landlord testified that the residential complex is a detached dwelling containing two rental units., with the Tenant occupying the basement unit. The upstairs tenant (Cheryl) provided numerous complaints by text message describing ongoing disturbances, including loud music, frequent visitors, altercations, police attendance, and unsafe conditions. Specifically on September 26, 2025, the upstairs tenant complained to the Landlord that the music has been blasting for 3 days and that random people are banging on the downstairs door and window. The upstairs tenant also wrote that there was a "shitshow cops here at eleven people from downstairs fighting in the street some guy showed up with gun and bear spray." The upstairs tenant told the Landlord that people were knocking at her door at 1:00 am and random girls were walking into her rental unit. She complained that people were overdosing in the driveway, and there were fights. In addition, there was a knife in the front yard. She stated that it is really bad and not safe there. She also stated that the rental unit got raided. Copies of the text messages the upstairs tenant sent the Landlord were submitted into evidence.

6. The Landlord testified that the upstairs tenant continues to text the Landlord about the similar disturbances coming from the basement rental unit everyday. On August 28, 2025, the upstairs tenant notified the Landlord that the Tenant was taken away in handcuffs and there was a lot of people they called out of the basement. Somebody had a knife and pepper spray. There was a lot of screaming and fighting happening constantly in the rental unit and outside the rental unit. The upstairs tenant had to call the Landlord because there were kids fighting in the driveway. The Tenant threw a beer bottle at an officer and was arrested again. The upstairs tenant advised that other neighbours in the area are really fed up with all of this nighttime partying and drug dealing. A copy of this text message between the Landlord and the upstairs tenant was submitted into evidence.
7. The Landlord further testified that the police attended the rental property on multiple occasions. On at least one occasion, the Tenant was taken from the premises in handcuffs. The evidence also described repeated altercations involving weapons, including knives and chemical spray, as well as ongoing yelling, fighting and disruptive behavior affecting the residential complex and surrounding neighbourhood.
8. The Landlord submitted video and photographic evidence depicting the Tenant and other occupants or guests in the possession of bear spray, wearing protective gear, and consuming alcohol in the driveway. The Landlord also submitted a colour photograph showing the rental unit door saturated with bear spray following an altercation.
9. Based on the uncontested evidence before me, I am satisfied the Tenant, an occupant or a guest has substantially interfered with another tenant's reasonable enjoyment of the residential complex by participating in repeated altercations involving weapons, including knives and chemical spray, as well by creating excessive noise in the rental unit by yelling, and fighting.

N5 Notice of Termination - Wilful or Negligent Damage

10. It was the uncontested evidence of the Landlord that the Tenant damaged the basement window by breaking the glass and the closet door was broken and placed outside in the driveway of the rental unit.
11. It was the evidence of the Landlord that as a result of the Tenant's intentional damage of the property, a new/replacement window and new mirror closet door is required.
12. I am satisfied on a balance of probabilities that the Tenant, an occupant or a guest wilfully or negligently caused undue damage to the rental unit specifically to a window and mirror closet door

N5 Notice of Termination - Too Many People in the Unit

13. During the hearing, the Landlord predominantly focused their testimony on damages to the rental unit and the Tenant's criminal activity. The Landlord did not pursue this issue of too many people in the rental unit. I have no evidence before me to determine how many people are lawfully permitted to live in the rental unit and there is no evidence of how many people are actually living in the unit. Accordingly, I cannot determine whether there is overcrowding and this part of the application is dismissed.

N6 Notice of Termination

14. Section 61(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

15. A landlord who gives a tenant a notice of termination pursuant to section 61(1) of the Act must establish on a balance of probabilities that either the tenant or an occupant committed the illegal act or the tenant or an occupant permitted a person to commit the illegal act. In addition, the illegal act must have occurred in the rental unit or the residential complex.

16. The Landlord testified that on October 26, 2025, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations:

- July through October 2025, multiple reports of suspect activity, include guns, bear mace and bats. OPP have been to the address on multiple occasions.
- On August 16, 2025, the Tenant has been arrested and/or taken away in police cars. He is a known criminal to police. Copies of photos were submitted into evidence regarding the arrest.
- On October 8, 2025, OPP have indicated that the case is now under the Criminal Investigation Unit.

Illegal Act

17. The Landlord's evidence further established the possession of pepper spray (bear spray) at the rental unit.

18. Under the Criminal Code of Canada, section 88 and section 90, pepper spray designed for use against humans is classified as a prohibited weapon. While bear spray may be lawfully possessed for animal defence, it may be considered a prohibited weapon where the evidence establishes that its possession or use was not for that purpose. In this case as seen on the Landlord's video surveillance, the Tenant and his guests or other occupants were all standing around on the driveway holding bear spray and in one incident bear spray was spray on the Tenant, another occupant or guest of the rental unit who was going into the rental unit at the time.

19. Based on the photographic, video, and testimonial evidence, I find on a balance of probabilities that bear spray was possessed and used in a manner inconsistent with lawful animal defence, and therefore constituted illegal acts within the meaning of section 61 of the Act. In addition, section 88 and 90 of the Criminal Code.

N7 Notice of Termination

At the hearing, the Landlord requested to withdraw the allegations in their N7 notice based on the “serious impairment of safety” ground for termination, and I consented to the withdrawal. Daily compensation, NSF charges, rent deposit

20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord collected a rent deposit of \$1,800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$71.72 is owing to the Tenant for the period from May 1, 2024 to January 13, 2026.
22. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
23. In accordance with subsection 106(10) of the Act, the last month's rent deposit shall be applied to rent for the last month of the tenancy.

Compensation for damages

24. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
25. The Landlord has incurred or will incur reasonable costs of \$1,000.00 to repair the damage and/or replace property that was damaged and cannot be repaired.

Relief from eviction

26. 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. The Tenant did not attend the hearing to present any evidence of submissions in support of granting relief from eviction.

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 17, 2026.
2. If the unit is not vacated on or before February 17, 2026, then starting February 18, 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 18, 2026.
4. The Tenant shall pay to the Landlord \$1,000.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.

5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application. The total amount the Tenant shall pay to the Landlord is \$1,186.00.
6. The Landlord owes \$1,871.72 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.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$685.72.
8. If the Landlord does not pay the Tenant the full amount owing on or before February 17, 2026, the Landlord will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 12, 2026
Date Issued

Teresa Hunt
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 12, 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.