



Order under Section 69 Residential Tenancies Act, 2006

Citation: Stoney Creek Community Homes Inc. v Sucha, 2026 ONLTB 15439

Date: 2026-02-17

File Number: LTB-L-002124-24

In the matter of: 54, 34 MISTYWOOD DR
STONEY CREEK ON L8J2P8

Between: Stoney Creek Community Homes Inc. Landlord

And

Monika Sucha Tenant

Stoney Creek Community Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Monika Sucha (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 November 17, 2025.

The Landlord's agent Jackie Rickards ('JR'), the Landlord's Legal Representative Kelly Hawkes, the Landlord's witnesses Katie Henderson ('KH'), and James Rogers ('JR'), the Tenant and the Tenant's Legal Representative Michael Blashko attended the hearing.

Determinations:

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

On November 24, 2023, the Landlord gave the Tenant an N5 notice of termination served that same date. The notice of termination contains the following allegations:

- a) September 20, 2023 – The Landlord received numerous complaints about the Tenant and her boyfriend fighting in the unit;

- b) September 7, 2023 – There was a report of loud noises coming from the Tenant's unit. Police have been called. Reports include fighting, arguing, screaming, swearing, punching walls and throwing things;
 - c) October 16, 2023 – the Landlord received complaints about more fighting and screaming – police called.
 - d) November 14, 2023 – the Landlord received a complaint about the Tenant and her boyfriend arguing and swearing at one another at full volume.
 - e) November 16, 2023, the Landlord received another complaint about the Tenant yelling and screaming at her boyfriend inside and outside of the rental unit.
3. JR testified that the residential complex is a mix of RGI units and market rent units. JR testified about the complaints she had received with respect to the above-noted issues that were raised. A letter was also sent to the Tenant on November 23, 2023, asking the Tenant to collaborate with the Landlord to resolve any issues. The Landlord did not receive any subsequent complaints from November 24, 2023, to December 1, 2023.
4. On January 8, 2024, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations:
- a) December 15, 2023 – the Landlord received a complaint about the Tenant and her boyfriend fighting loudly in the unit;
 - b) December 23, 2023 – the Landlord received another complain about the Tenant fighting with her boyfriend;
 - c) December 30, 2023 – the Landlord received another complaint about loud fighting with the window open;
 - d) December 29-30, 2023 – complaints re: the Tenant stayed up all night yelling and screaming;
 - e) January 3, 2024 – another complaint about yelling in the unit.
5. Both KH and JR testified about the Tenants behaviour and how it had affected their reasonable enjoyment of the rental unit. Various videos were entered into evidence showing the Tenant yelling and screaming at both her boyfriend and other individuals within her vicinity. Many times, the police have been called.
6. When the Tenant and her boyfriend would be confronted about the noise, the Tenant would lash out at the other tenants, asking them to mind their own business.
7. KH testified that due to the Tenant's behavior she had to temporarily vacate her unit, as she is pregnant and did not want any undue stress. Both KH and JR testified that the Tenant's behaviour persists.

Tenant's Evidence

8. The Tenant testified that she has been in the unit for over two years and that she is 34 years old. She testified that she is currently on ODSP and that she has bipolar disorder and depression, which requires her to take anti-psychotic medication. Part of her symptoms she testified, includes mood swings.
9. She testified that she lives in the unit with her 11-year-old son, who has ADHD.
10. The Tenant was asked to recall some of the events that were claimed wherein the Tenant testified that she doesn't remember exactly what happened due to memory issues but that most of the issues testified to, "likely happened". The Tenant apologized for her behaviour.
11. Despite this testimony, the Tenant testified that she was never physical with her boyfriend, that she never yelled at her son and that she never threw anything.
12. The Tenant testified that she would advise her psychiatrist about everything that had happened so that she may switch her medication. She also testified that she is in the SNAP program for anger management and counseling.
13. The Tenant agreed that she had never advised the Landlord about any of her mental health issues. In cross-examination the Tenant agreed that she is not good at looking at documents and taking them seriously but testified that with the right medication she could control her behaviour.

Analysis

14. On the basis of the evidence before me, I am satisfied on a balance of probabilities that the Tenant or an occupant of the Tenant's rental unit or a person permitted in the residential complex by the Tenant has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
15. The issues are not in dispute. While the Tenant's Legal Representative alleges that the evidence put forth by the Landlord amounts to "substantial" interference, the Tenant admitted that she is responsible for the noise and fighting in question. Further, I am satisfied based on the direct evidence of the Landlord's witnesses that the Tenant's behaviour, yelling, screaming, threats, and banging having interfered with other tenants.
16. The Tenant's Legal Representative submits that I have sufficient evidence to find that the Tenant has a disability that is protected ground of the *Ontario Human Rights Code*.
17. The Tenant's Legal Representative submitted that the Landlord knew, or ought to have known that the Tenant's behaviour may have been caused by her disability and did not take reasonable steps to ascertain whether or not the Tenant could be accommodated.
18. Guideline 17 of the Board's *Interpretation Guidelines* sets out that the Presiding Member must consider the Landlord's knowledge of the Tenant's circumstances, and states that even if a tenant does not tell a landlord about the disability, the landlord cannot be willfully blind. If a disability is obvious, the landlord will be considered to have constructive knowledge of it and therefore should have attempted to address the issue with the tenant prior to taking steps to evict the Tenant.

19. In this case, the Tenant was sent a letter in November of 2023 about the issues that were raised in the initial N5. That first letter invited the Tenant to discuss with the Landlord any issues concerning her behaviour, including providing her domestic violence supports. The Tenant never responded to the Landlord.
20. In my view, behaviours such as yelling and fighting are not “obvious” to any reasonable person to be symptoms of a disability. No medical documents or any other information was provided to the Landlord, other than the evidence that was provided in disclosure with respect to this hearing.

Costs & Last Month's Rent Deposit

21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. There is no last month's rent deposit.

Section 83 Considerations

23. The Tenant testified that despite her issues with her boyfriend, she needs his assistance with her everyday life activities and needs his assistance for her son.
24. The Tenant has also seemingly “seen the light” at the hearing, testifying that she was not aware that the Landlord was serious about evicting her until the hearing.
25. The Landlord's Legal Representative raised the fact that the letter submitted by the Tenant concerning her physiotherapy appointments was authored by someone who had only met her days prior and that it does not appear as though the Tenant has followed up with any of her appointments. Further, she raises issues that the SNAP program that the Tenant is currently enrolled in does not actually deal with the issues as a raised in the application and as such, a conditional order should not be considered.
26. The Tenant is 34 years old and has one son. Her rent is \$150.00 per month, and she is currently on ODSP. She's been in the unit since 2022 and has nowhere else to go, as she testified that her boyfriend lives his parents near her unit.
27. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
28. The circumstances of the Tenant are being considered in that it was shown that she is a person with a disability as defined under the *Code*. She has seemingly gained some insight as of the date of the hearing and testified that she would like to maintain her tenancy as she is close to supports for herself and her son.
29. As such, the tenancy will continue with conditions. That the Tenant refrain from any loud yelling, swearing, shouting, causing, or permitting to cause any noise in her unit that would substantially interfere with any other tenant for a period of one year.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of one year from the date of this order (March 16, 2027), the Tenant shall not yell, scream, shout, swear, cause, or permit the cause of any noise that substantially interferes with any other tenant or occupant of the residential complex, or the Landlord.
3. If the Tenant fails to comply with the conditions set out in paragraph #2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
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 17, 2026

Date Issued

Jagger Benham

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.