



Order under Section 69 Residential Tenancies Act, 2006

Citation: Northern Diversified Ltd. v Hollerer, 2026 ONLTB 16036

Date: 2026-02-20

File Number: LTB-L-091570-25

In the matter of: 309, 63 MCDONALD ST
BARRIE ON L4M1P4

Between: Northern Diversified Ltd. Landlord
Northern Diversified Ltd.

And

Nicola Hollerer Tenant

Northern Diversified Ltd. and Northern Diversified Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Nicola Hollerer (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.

Only the Landlord's Agent, Christian Scheepers attended the hearing.

As of 10:04 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 in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated and the Tenant shall vacate the rental unit by March 17, 2026.
2. By way of background, this is a 12-unit residential rooming house complex where the Tenant resides in Room 309 on the third floor. There is one other tenant who has his room on the third floor with the Tenant and his name is Steward Pierro.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On October 8, 2025, the Landlord served the Tenant a first, voidable N5 notice of termination deemed served on the same date. This N5 alleges that the Tenant has taken over the shared shower in the 3rd floor washroom, the Tenant has multiple items on the fire escape, in the hallway and in the washroom, the Tenant props open the 3rd floor fire escape door when it is very cold at night which lowers the temperature in the house for everyone, she also props the door open which allows homeless people from the nearby shelter to sleep in the common areas of the rental complex, the Tenant leaves lit candles throughout the third floor unattended, the Tenant threw an open bottle of bleach at the Property Manager on July 30, 2025 and the police were called, the Tenant allowed another homeless person to sleep in the hallway on September 12 and 13th of 2025, the Tenant failed to prepare adequately for pest control treatment, the Tenant caused a fire in her rental unit due to a lit candle and she continues to leave items on the 3rd floor in the way of the fire exit.

Evidence of Christian Scheepers, Landlord's Property Manager

5. The Property Manager, Christian Scheepers testified that the Landlord and the Property Managers have been struggling with the behaviour exhibited by the Tenant. Mr. Scheepers stated that due to the fact that this residential complex is a rooming house, the staff try to deal with the tenants' mental health issues by working with them to resolve the concerns.
6. Mr. Scheepers stated that they had moved the Tenant from another residential complex in an effort to provide her with a fresh start in this rooming house. He stated that the Tenant moved into the rooming house in November of 2024 and he received the first complaint on December 4, 2024 which included that the Tenant allowed a homeless person to sleep outside her door in the hallway.
7. He has since received complaints of the Tenant leaving the fire escape door open which is unsafe and allows cold air to circulate on the third floor, the Tenant has continued to obstruct the fire escape and staircase and has left items in front of the exits causing a tripping hazard for anyone seeking to use the fire escape or a means of egress. Mr. Scheepers stated that he has provided countless warnings to the Tenant but the Tenant does not seem to take his warnings seriously. The Tenant has not stopped the behaviour.
8. Mr. Scheepers testified that he issued a written warning in August of 2025 that nothing is to be stored in front of the fire escapes or the exit doors. He stated that he taped this warning on all of the tenants' doors and in the common areas and unfortunately the Tenant continued her behaviour of blocking the means of egress and the fire escape.
9. He repeatedly receives complaints from the other tenant on the third floor who is directly affected by the Tenant's behaviour. Because of the Tenant's actions, he performs weekly walkthroughs in the rooming house and he has noted the Tenant's bicycle, household garbage, office chairs and mattresses being stored in front of the fire escape and blocking the staircase on the third floor. After he requests that the Tenant remove these items, the Tenant moves the furniture into her room temporarily and then returns the items back to where they are blocking the stairwell and fire exit. Mr. Scheepers stated that the tenant on

the third floor has texted him pictures after the weekly walkthroughs and updates him on the Tenant's actions.

10. Ms. Scheepers stated that he attended the rental unit on January 2, 2026 to perform an inspection and he found a shelf made out of pellets on the 3rd floor which was obstructing the door to the fire exit. Further the shelf was blocking the fire pull stations which are located on the wall near the fire escape. He advised that the Tenant pulled the shelf into her room but then returned it to the hall in front of the fire escape.
11. Mr. Scheepers provided photos of the above incidents which were dated and were included in the Landlord's Evidence Brief.
12. Mr. Scheepers stated that he is very concerned about the fire code violations that are constantly being ignored by the Tenant and this could cause a terrible tragedy in the rooming house. He further confirmed that the Tenant has caused three fires in the rental complex and has had to use the fire extinguishers three times. He has had to replace those fire extinguishers with new extinguishers so that the tenants have these life-saving tools.

Evidence of Steward Pierro, Tenant on 3rd Floor

13. Mr. Pierro echoed the concerns of the Property Manager and stated that the Tenant continues to leave the fire exit door open so that people from the shelter are able to sleep in their hallways. He is worried about his safety.
14. He stated that as soon as the Property Managers perform the inspection of the rooming complex, the Tenant immediately returns items including shelves, mattresses and garbage to areas of egress and the fire exit. He confirmed that if there was a fire, he would not be able to leave the unit quickly but would trip on the numerous items in front of the fire exit.
15. Mr. Pierro stated that he regularly is wakened during the night and in the morning and sees homeless people sleeping outside the Tenant's room. He is afraid of fires from the Tenant's candle burning and he is afraid of homeless people taking over the rooming house. He stated that he does not feel safe living in the rooming house with the Tenant.

Analysis

16. Section 64 of the *Residential Tenancies Act*, 2006 (the "Act") states that: A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant."
17. In *Antrim Truck Centre Ltd. V. Ontario (Transportation)*, 2011 ONCA 419 (CanLI), "the courts have repeatedly held that some of the factors that must be considered include the gravity of the interference, the character of the neighbourhood, the nature/utility of the Tenant's conduct and the sensitivity of the complainants". Further the Court stated that "the requirement that the interference be substantial is a threshold aspect of the test. At this stage of the analysis, the court will exclude claims that disclose no actual interference

as well as those in which the interference alleged is so trifling as to amount to no interference at all.”

18. Section 64(3) of the Act states that “The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.” The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenant has continued this behaviour since receiving the N5 notice and this behaviour has caused substantial interference to the other tenants and the Landlord. The Landlord is therefore able to apply to the Board for termination of the tenancy.
19. Based on the evidence and submissions before me, and on a balance of probabilities, I find that the Tenant’s behaviour and conduct has caused substantial interference to the other tenants in the rooming house and to the Landlord. The Tenant’s behaviour has caused the rental unit and the rooming house to be unsafe at times and the Landlord has an obligation to maintain a safe environment for its tenants. The Tenant’s actions are preventing the Landlord from enforcing his responsibilities under the Act which affect all of the tenants in the rooming house.
20. 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 March 17, 2026 pursuant to subsection 83(1)(b) of the Act. The Landlord requested that the Tenant be given some extra time to ensure that she finds alternate accommodations and suggested March 31, 2026 as an eviction date. Based on the seriousness of the circumstances of this case, I am providing an extension of two weeks which seeks to balance the interests of the Tenant and the Landlord’s obligations to the other tenants in the building.
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.

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 March 17, 2026.
2. If the unit is not vacated on or before March 17, 2026, then starting March 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 March 18, 2026.
4. The Tenant shall 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 March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.

February 20, 2026
Date Issued

Carrie Bertrand
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 4, 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.