



Order under Section 69 Residential Tenancies Act, 2006

Citation: Housing York Inc. v Hayton, 2026 ONLTB 16790

Date: 2026-02-26

File Number: LTB-L-086858-25

In the matter of: 613, 5676 MAIN ST
STOUFFVILLE ON L4A5G7

Between: Housing York Inc. Landlord

And

Rachel Hayton Tenant

Housing York Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rachel Hayton (the 'Tenant') because 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 claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 5, 2026.

Only the Landlord's agent, Christina Bonham (CB), and the Landlord's legal representative, Leo Corsetti, attended the hearing.

As of **10:32am**, 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 Tenant must move out of the rental unit by March 3, 2026 and shall pay to the Landlord daily compensation starting March 1, 2026 and the application filing fee.
2. The Tenant was in possession of the rental unit on the date the application was filed, and the Tenant remained in possession of the rental unit as of the hearing date.

3. I am satisfied that the Landlord served the Tenant with their respective evidence, including still images, email complaint copies and the video evidence provided at the hearing by sliding the evidence through the Tenant's door on January 28, 2026.
4. On September 24, 2025, the Landlord gave the Tenant an N7 notice of termination which is deemed served by mail on September 29, 2025. The Termination date in the N7 notice is October 10, 2025.
5. The N7 notice is served on the Tenant pursuant to section 66 of the *Residential Tenancies Act*, 2006 (the 'Act'), which states:

Termination for cause, act impairs safety

66 (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
- (b) the act or omission occurs in the residential complex. 2006, c. 17, s. 66 (1).

Same

(2) A notice of termination under this section shall provide a termination date not earlier than the 10th day after the notice is given and shall set out the grounds for termination. 2006, c. 17, s. 66 (2).

6. The N7 notice alleges that on September 19, 2025 between 5:40pm to 10:00pm, the Tenant got into a physical altercation with another resident of the residential complex from unit 606 where she physically kicks the residents mobility scooter and then forcefully pushes the resident partially out of their scooter where they appear to hit their head on an adjacent chair. This happened in the common area laundry room on the 6th floor. After the kick and pushing, the Tenant blocked the exit to the laundry room impeding the resident's ability to escape. As the resident cried out for help, some passersby open the laundry door and allow the resident to escape. At which point the Tenant proceeds to push against the back of the scooter further forcing the resident and the passersby out of the laundry room.
7. There are other allegations in the N7 notice regarding the presence of bed bugs in the rental unit, however, there are no submissions regarding how this particular conduct shows a serious impairment of another person's safety.
8. At the hearing, CB, the property manager of the residential complex, provided video evidence of the incident in the laundry room on September 19, 2025 starting at approximately 5:35pm.
9. The video shows the resident of 606 in the laundry room with another resident while they are sorting their laundry from the dryer. The resident from unit 606 is in an electric mobility scooter. Less than three minutes later the Tenant is identified walking past the closed laundry room door. Less than a minute after that, the Tenant is seen standing outside the laundry room door. The door appears to open, and the Tenant stands for a moment before stepping inside the laundry room. As the door starts to automatically close, the Tenant is

seen forcefully pushing the door open against another resident behind the laundry room door.

10. The Tenant then enters the laundry room and begins engaging with the resident from 606. Unfortunately, there is no audio of the recording to see what the two are saying but it appears the resident of 606 is motioning something towards their head while communicating with the Tenant. The other resident leaves and it is only the Tenant and the resident of 606 in the laundry room with the door closed and the Tenant standing in front of it. The resident proceeds to fold his laundry. It appears from the video that the Tenant and the resident are continuing to verbally engage with one another.
11. After approximately 2.5 minutes, the resident of 606 is finished folding his laundry, he starts to move his scooter towards the exit of the laundry room while the Tenant is standing off to the left side by the folding table. As he proceeds towards the automatic door button on the right side by the chair in the laundry room, the Tenant is seen lifting her leg and front-kicking the left side of the mobility scooter. The resident of 606 stops their scooter and bends down to get out their phone, in the process, the Tenant is seen taking both hands, grabbing hold of the shirt of the resident of 606 and forcefully shoving him half way out of his mobility scooter and jamming his head into the laundry room chair. She pushes him hard enough that the left side wheels lift off the ground of the scooter and she is seen trying to balance herself from falling on top of him by pushing him a second time while he's already halfway out of the scooter.
12. Some of the resident's laundry falls to the ground beside the chair. The resident corrects themselves back into the scooter and the Tenant steps back towards the laundry tables as the resident backs up their scooter. The Tenant then stands in front of the scooter with her arms crossed. The resident appears to be videorecording the Tenant motioning them with their finger towards the exit door. The resident moves forward on their scooter and the Tenant steps in front of the chair where the automatic button to exit is and she stands there with her arms cross impeding the resident from exiting the laundry room.
13. After about a minute, the Tenant sits down in the chair. There is a passerby that the resident tries to flag down in the hallway. This passerby returns about 45 seconds later and opens the laundry room door. Then another person comes and opens the door wide so the resident can exit the laundry room. The Tenant had blocked the exit for approximately four minutes.
14. The resident then gets help from the other people and exits the laundry room while the Tenant is still engaging with them. As the resident is exiting the laundry while holding the door open with his left arm, the Tenant then gets up from her chair and proceeds to forcefully push the Tenant at the back of his scooter out the laundry room door. The Tenant then slams shut the laundry room door blocking access to one of the passersby. After less than a minute the Tenant then leaves the laundry room appearing to try to follow the resident in the hall.
15. CB states that she spoke with the resident, and he had stated that he was shouting from the laundry room for help while the Tenant was blocking their access. That they felt alarmed and disturbed by the conduct of the Tenant. Police were called to speak with the Tenant, however, CB stated that the Tenant was given a warning by the Police and no charges were laid at that time. Police arrived shortly after the incident.

16. Based on the uncontested evidence of the Landlord and on a balance of probabilities, I find that the Tenant has seriously impaired the safety of the resident of unit 606 while they kicked their mobility scooter, then pushed them halfway out of their scooter forcing them to hit their head on the laundry room chair. Additionally, the Tenant further impaired the safety of another person by standing in front of the scooter blocking the resident's ability to safely leave the laundry room. By forcefully pushing on the back of the mobility scooter while the resident of 606 had their arm trying to hold open the door, I also find this action seriously impaired the safety of a person. This all occurred within the laundry room in the residential complex.

Daily compensation, NSF charges, rent deposit

17. Based on the monthly rent, the daily compensation is \$19.13. This amount is calculated as follows: \$582.00 x 12, divided by 365 days.
18. The Tenant was current in their monthly rent for the period ending February 28, 2026. Accordingly, daily compensation for the use of the unit shall start on March 1, 2026.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. There is no last month's rent deposit.

Relief from Eviction

21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
22. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any discretionary relief from eviction.
23. CB testified that the residential complex is brand new and that the Tenant moved into the unit on March 19, 2025. CB has received additional complaints from neighbouring properties regarding the ongoing conduct of the Tenant including an incident that took place on October 22, 2025.
24. On October 22, 2025 at approximately 1:00am the Tenant was outside in the parking lot at the residential complex arguing with Police. While the Police were awaiting backup, the Tenant ran at one of their cruisers and threw her backpack at the officer at their window. While the cruiser was leaving she was seen chasing and screaming at the officer. Approximately 10 minutes later, the Tenant entered the residential complex and proceeds to their rental unit. The Tenant is then seen exiting their unit briefly and then they pulled the fire alarm in the hallway which prompted the entire building to have to leave their units in the middle of the night fearing that there was a fire in the building.
25. Additionally, CB testified that as a new social housing complex in the small town of Stouffville with a large apartment housing complex, the Landlord works with the Police regarding attendance at the residential complex. They have a Memorandum of Understanding with Police. They submit that they have a record of the calls for Police

dispatched to the residential complex since the building opened for occupancy in March of 2025. Out of the 106 calls made between March of 2025 to January of 2026, approximately 90 of the calls involved incidents with the Tenant. However, they were unable to provide explicit details about the reasons for the calls at the hearing, but they submit that they have been told that they involve everything from allegations of domestic abuse to theft to assaults.

26. CB further submits that the neighbours are the ones that reported the incident in the parking lot on October 22, 2025, and that this is an example of the conflict they face as a social housing provider in a smaller town and she agrees that the Tenant's ongoing behaviour is a safety concern for all residents in the complex, as well as for the neighbouring properties that back onto the parking lot. They were also disturbed by the early morning fire alarm.
27. The Landlord does not believe that a conditional order to preserve the tenancy would be an appropriate method of deterring the Tenant from engaging in ongoing conduct that impairs the safety of others within the residential complex. They state that the Tenant attacked a notably disabled person in the laundry room and also engaged violently with police approximately one month later. This is not the type of conduct that they want exposed to the other residents in the complex that are especially physically or mentally vulnerable and they do not want to provide housing that raises safety concerns by neighbours. Otherwise, they were not aware of any circumstances that may cause me to delay or deny terminating the tenancy under section 83 of the Act. None that have been disclosed by the Tenant to the Landlord during their short tenancy.
28. I accept the Landlords uncontested evidence, and I do not find a conditional order to preserve the tenancy appropriate under all of the disclosed circumstances. Since the Tenant did not attend the hearing to make submissions or engage with the process of considering discretionary relief, I do not believe that the Tenant would comply with a condition order.

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 3, 2026.
2. If the unit is not vacated on or before March 3, 2026, then starting March 4, 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 4, 2026.
4. The Tenant shall also pay the Landlord compensation of \$19.13 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Terri van Huisstede
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.