



Order under Section 69 Residential Tenancies Act, 2006

Citation: Royal York Shores (2663) Inc. v Sisson, 2026 ONLTB 9949

Date: 2026-03-02

File Number: LTB-L-089671-25

In the matter of: 215, 2663 LAKE SHORE BLVD W
ETOBICOKE ON M8V1G7

Between: Royal York Shores (2663) Inc. Landlord

And

Richard Sisson Tenant

Royal York Shores (2663) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Sisson (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 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.

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 January 27, 2026 and February 20, 2026

The Landlord's representative Alistair Trent and Landlord's agent Daniela Geapana and the Tenant attended the hearing. Witnesses for the Landlord were Karen Kinsella, Marta Zidaru, Jan Young, Bernie Grafe and Michelle Spiteri. Alexandra Griwaowski attended as a Landlord's witness but did not testify.

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 April 30, 2026.**

2. On July 21, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. That first notice contains the allegation that on July 16, 2025, the Tenant pushed all elevator buttons at once in an attempt to frustrate the usage of the elevator by other Tenants and staff. 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).
3. On October 23, 2025, the Landlord gave the Tenant both a second N5 notice of termination and an N6 notice of termination. The second notice contains the allegations that the Tenant substantially interfered with the superintendent and other tenants and committed illegal acts by refusing to cooperate with required pest control treatment preparation, breaching his bail conditions, harassing the Superintendent and other tenants by cursing at them, taking photos of them, and by interfering with the Superintendent's job.
4. Section 65 of the Act states a landlord may give a tenant a notice of termination of the tenancy if the conduct of 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.
5. Section 61 of the Act states that a landlord may give a tenant notice of termination if the tenant commits an illegal act in the rental unit or the residential complex.
6. The Landlord claims all actions alleged above both substantially interfere and are illegal acts. The Landlord's position is that because of this unabated behavior the tenancy should be terminated.
7. The Tenant takes the position that the behaviour is a result of his mental health condition, or alternatively due to the harassment, spying, and devious behaviour of the other tenants and superintendent, and therefore the Landlord's application should be dismissed.

Pest Control

8. On July 24, 2025, the Tenant first refused to cooperate with pest control, then proceeded to harass the technical and superintendent resulting in no treatment being delivered. Bernie Grafe, the Area manager for ORKIN Canada, a pest control company, testified that on July 24, 2025 the Tenant refused entry into the rental unit. This date was within the voiding period and therefore the purposes of termination of the Tenancy will not be considered here. However, this incident is considered under section 83 relief from eviction below.
9. Bernie Grafe also testified to another incident on August 6, 2025. The facts are not disputed that the Technician arrived and found the Tenant's cats still in the rental unit. He refused to remove them and the Tenant himself refused to leave. The technician could not safely apply the dust treatment that was required to be sprayed. Mr. Grafe testified that if they do not treat even one rental unit, all neighboring units are affected, since infestations transmit and move and spread easily. Pets and humans not wearing proper protective gear are prohibited from being present during pesticide applications. The Tenant's behaviour was aggressive, resulting in negative exchanges each time technicians attend his unit, including on August 6, 2025.

10. The parties both agree there are still cockroaches in the building and they are a problem, although there is a dispute as to the extent of that infestation in the Tenant's unit. I note that the Tenant refuses to permit the technician from taking photos, and therefore, photographic evidence of cockroaches is not available, however, I accept the testimony of the technician that live bugs were found in the rental unit on August 6, 2025.
11. The Tenant acknowledged he refused to remove his cats because they are feral. He brought them in from the wild and said it is impossible to catch them and unfair to cage them while the treatment is being administered. He denies refusing the treatment and insists it should be either administered with the cats present, or it is not necessary at all. He also insists on being present when the treatment is administered so he can guide and instruct the professional technician.
12. Mr. Sisson also acknowledged that it was the technician's choice not to treat on August 6, 2025. He maintained the ORCAN technician was aggressive with him and was telling him to 'get out.' He insists he has the right to be present during inspections and treatments.
13. As to preparation of the unit, the Tenant does not understand why he should have to prepare areas of the rental unit that he does not think requires treatment. He also did not prepare his furniture because he insists he has no place to move his furniture. The Tenant testified he put his own glue traps out and self-manages any bugs. The Tenant is of the view that treatment should be delivered on his terms. He testified he knows where and to what extent he has bugs in his unit and treatment is not necessary, or only necessary in locations he thinks there are bugs.
14. The Landlord takes the position that this behaviour violates the *Residential Tenancies Act* and is therefore an illegal act. I disagree. Something more is necessary than simply a breach of the Act. If that were not so, every case brought by a landlord against a tenant would also give rise to a non-voidable notice of termination for illegal act. That was not the intent of the Legislature.
15. An 'illegal act' is not defined in the Act; however it is generally accepted to mean a 'serious violation' of Federal, Provincial or Municipal law that is not trivial, and must have the potential to affect the character of the premises and disturb the reasonable enjoyment of residents. In this case, the Landlord led little evidence as to how the character of the residential complex is changed or residents are disturbed by Mr. Sissons refusal to move his cats, prepare his unit and his difficult behaviour during attempted treatments. I heard no evidence of the extent of any infestation, such as whether there was a clearance of bugs in adjacent units that returned due to the lack of treatment of Mr. Sisson's unit.
16. Therefore, the Landlord has not proven, on a balance of probabilities that the tenant's behaviour in this regard rose to the level of an 'illegal act'.
17. However, refusal to cooperate with the required treatment plan of the Landlord and comply with the requirements for preparation has, in my view substantially interfering with the Landlord. Not only does refusal of treatment require the Landlord to expend cost with repeated attendances by the pest control contractor, but bugs left untreated spread and it is then more difficult to manage an infestation. I accept the Landlord's submission that professional contractors are bound by legal restrictions in the application of pesticides and cannot ignore those restrictions simply because the Tenant refuses to move his cats and

prepare his unit. Further, the negative and aggressive interactions with the Tenant make it exceedingly difficult for the Landlord and contractors to do their job correctly.

18. A Landlord has a duty to maintain the residential complex. The Tenant cannot dictate how the Landlord meets their obligations.
19. I find therefore that the Landlord has proven on a balance of probabilities both substantial interference with the Landlord's rights, interests, and privileges in managing their pest control treatments.

Taking Pictures

20. The Landlord alleged that on August 25, 2025 the Tenant took pictures for no apparent reason. It was also alleged that on September 30, 2025 between 7:00 and 7:30 p.m. the Tenant was taking pictures of the superintendent talking with a contractor, was cursing at her and interrupting the superintendent's conversation.
21. The Landlord's witnesses testified to something different.
22. The Tenant Jan Young testified on September 30, 2025 she and Ms. Marta Zidaru, the superintendent, were speaking outside with the window cleaners when the Tenant cut across the lawn approximately 100 feet away. She claims the Tenant said "there's two scumbags" as he walked on. She was unable to recall other specific details.
23. Ms. Young testified she recalled another occasion when the Tenant was taking pictures of her from his rental unit window. She could not recall the date. He has a rental unit on the second floor and she saw flashes. She insists he was using his cell phone to take the pictures.
24. I find Ms. Young's recollection of events unreliable. She could not recall simple details, she was prompted repeatedly to recall the date and details of September 30, 2025. On cross-examination the witness admitted she did not know the Tenant has no cell phone. The distance of about 100 feet is significant enough that she may have misheard the Tenant. I also find that it is equally probable the Tenant was not speaking to or communicating with either Ms. Young or the superintendent. The Tenant was not in breach of his bail conditions at the time because he had a distance restriction of only 5 meters due to his consent bail variation on September 24, 2025.
25. The Landlord led no evidence that the conversation with the window cleaner stopped or by stopping their conversation sufficiently to conclude they were *substantially* interfered with.
26. The Tenant disputes saying anything to anyone on September 30, 2026 and disputes taking any pictures. If Ms. Young saw anything from his apartment window it was him turning on his flashlight or changing its batteries. He does not own a cell phone.
27. Given the poor witness recollection, lack of detail and insufficient evidence to meet their burden of proof, I find the Landlord did not prove on a balance of probabilities that the Tenant committed an illegal act by breaching his bail or took pictures of the Superintendent or Tenant.

Breach of Bail Incidents

28. The Landlord alleged that on October 1, 2025 and October 14, 2025, at 12:28 p.m. the Tenant breached his bail conditions at the residential complex.
29. Evidence was presented by the Landlord that as a result of behaviour that occurred in the first half of 2024, the Tenant was arrested on June 20, 2024 and charged with three counts of Harassment.
30. According to Michelle Spiteri, the superintendent, the original arrest arose because the Tenant over several dates from January to May, 2024 would buzz/call her unit repeatedly, rush up to her swearing aggressively and yelling and would paste notes on her door. As a consequence of arrest the Tenant was released on bail conditions to not have contact with Michelle Spiteri and Marta Zidaru and not go within 100 meters of them or where they live, work, go to school, frequent, or happen to be. The proximity conditions changed on September 24, being reduced to 5 meters and requiring the Tenant to immediately clear the area if found in proximity.

October 1

31. Michelle Spiteri testified that on October 1, 2025 she was going into the front door of the residential complex when the Tenant approached from the other direction. He came within 5 meters of her in the entrance and continued to enter the building. As a result of this Ms. Spiteri called police and Mr. Sisson was charged with failing to comply, spending 7 days in custody until he was released on a less restrictive bail condition reduced to 5 meters.
32. Mr. Sisson testified that on October 1, 2025 he was approaching the door with his head down and saw Ms. Spiteri and the others at the last minute. He believes they were waiting for him, but this is speculation, as he presented no evidence that they could have known he was about to walk up to the door.
33. The Tenant's bail conditions are a positive duty. They require him to be aware of his surroundings and to remove himself to prevent a breach by changing course. He did not do that. In this case he passed within close proximity to Ms. Spiteri and proceeded to enter the building after he saw her.
34. I am therefore satisfied on a balance of probabilities that he breached his bail conditions on October 1, 2025.

October 14

35. Karen Kinsella testified that she and Marta Zidaru were exiting the side door of the building on to the stairs and saw Mr. Sisson coming towards the stairs by the garbage cans within 5 meters of the stairs. She testified he said, 'Oh God damn you' and continued to go up the driveway towards the street after they walked back in side. She acknowledged that she did not know he was there before she opened the door, since one cannot see out that door. She admits he would not have known Ms. Zidaru was coming out.

36. The Tenant testified that on October 14, 2025 he did not know they were going to come out of the side door. He was walking by, and when he saw them he became upset and ran away to the street. He did not swear AT them but did express his frustration to himself.
37. Breach of bail must be something more than inadvertent. Section 145(5)(a) of the *Criminal Code* requires the intent of knowledge or willful blindness. In this case, neither party was aware that the other was just there until the door was opened and Ms. Zidaru was outside on the step. Mr. Sisson then immediately vacated the area as he was required to do according to clause 4 of his bail condition he was bound by at the time, which reads:

“remove yourself immediately from the presence of, and remain 5 meters away from Michelle Spiteri and Marta Zidaru, if you come into contact with them while on the property...”

38. I am therefore not satisfied based on the evidence, and on a balance of probabilities that the Tenant breach his bail conditions on October 14, 2026.

Smoke and Doors

39. The final incident alleged by the Landlord is that on October 13, 2025 the Tenant interfered with the superintendent's execution of her duties and the operation of the residential complex.
40. Marta Zidaru, the superintendent, testified that on October 13, 2025 there was a smoke event on the second floor due to another tenant burning during cooking. There was no fire, so in order to prevent the smoke detectors from signaling and calling the fire department, Ms. Zidaru propped open the doors at both ends of the hallway and put notes on the doors asking to keep them open.
41. The Landlord produced video evidence of the Tenant, which is not disputed, closing the doors and removing the signs, taking the signs with him to his rental unit. While walking by the cameras, Mr. Sisson is seen giving the finger to the camera for an extended period.
42. It is not disputed that Mr. Sisson also took the door stops. Ms. Zidaru testified this makes it exceedingly difficult to do her job, when the Tenant does these things.
43. Mr. Sisson speculated that the doors were left open to cause him to breach and give him an N5 notice of termination, because he was previously told not to leave those doors open. He did not smell smoke. He believes he was provoked, spied on and deceived, and the doors were left open to intentionally agitate him.
44. Mr. Sisson points out his psychiatrist says his behavior is a normal reaction of someone who was being deceived and harassed.
45. Regarding whether this behaviour is an illegal act, I find that it is not. Closing a fire door that is supposed to stay closed and taking paper signs does not in my view have the potential to affect the character of the premises and disturb the reasonable enjoyment of residents. Even if there was still sufficient smoke in the hall to then set off the fire alarm, which was not caused by Mr. Sisson, but another tenant.

46. However, I am satisfied that the Landlord proved on a balance of probabilities that Mr. Sisson substantially interfered with the Landlord's rights, interests and privileges by closing the propped doors and interfering with the superintendent's execution of her duties. Smoke could have still been present and set off alarms causing cost to the Landlord and disturbance to other people in the building. It was not his decision to make.
47. Giving the "finger" to the camera is a clear indication that his act was intentional and was done with anger. I do not agree that the doors being propped open had anything to do with Mr. Sisson or were meant to deceive or provoke him. They were none of his business. His testimony in my view demonstrates the intention to interfere with the Landlord's building operations.

Daily compensation, rent deposit

48. The Landlord claims daily compensation for use of the rental unit until the Tenant vacates. The Tenant was required to pay the Landlord \$2,105.98 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to January 27, 2026. However, the Tenant is not in arrears of rent, and therefore daily compensation will only be ordered from March 1, 2026 onwards.
49. Based on the monthly rent, the daily compensation is \$36.31. This amount is calculated as follows: \$1,104.41 x 12, divided by 365 days.
50. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
51. The Landlord collected a rent deposit of \$1,060.40 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$62.11 is owing to the Tenant for the period from September 1, 2023 to January 27, 2026.
52. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

53. 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 2, 2026 pursuant to subsection 83(1)(b) of the Act.
54. The Landlord provided a history of this tenancy and the original arrest. Marta Zidaru testified that the first half of 2024 the Tenant started calling her, interrogating her about cameras. On one occasion in May, 2024 he began yelling at high volume at her about contractors, violently slamming the unit door, approaching her face and yelling. She became so scared she locked herself in the office. He has come to her unit banging on her door scaring her children and has called her repeatedly. At another time he 'rushed her' coming right up into her personal space quickly. He was arrested and charged and is on bail for these alleged incidents.
55. Regarding the first N5, the Tenant does not deny that on July 16, 2025 he pushed all elevator buttons at once in an attempt to frustrate the usage of the elevator by other

Tenants and staff. The other elevator had been stopped because cleaning staff were using it, and this frustrated the Tenant. He testified that “from a psychiatric perspective, people are pushing my buttons”. He felt that because the superintendent had put the one elevator on ‘service mode’, he would push all the other buttons. I find that explanation notably self-aware and the action intentional.

56. Mr. Grafe testified that on July 24, 2025, the Tenant also refused to remove his cats or leave the rental unit during treatment, effectively refusing proper treatment. This was during the voiding period of the first N5. The Tenant aggressively confronted the Superintendent in the hall while resisting the technician’s requests to be ready for treatment. The technician could not spray due to the Tenant’s behaviour and refusal to remove himself and his live animals. The Tenant does not dispute the event but insists he did not refuse. Rather the technician should have followed his demands and direction. As determined above, I find this substantially interferes with the Landlord’s duties.
57. Recently on January 22, 2026, the Tenant brought a shopping cart on the elevator and intentionally left the car blocking the elevator door to prevent it from closing. This also prevented the elevator from going down. The problem was discovered 15 minutes later by another Tenant and fixed by the superintendent. I accept that this incident is an example that the Tenant’s behaviour has not abated, and he continues to interfere with the building operations and the superintendent’s job.
58. The impact to the superintendent is that in the 2-3 years since she took the job it has been stressful and she often cries from the stress and doesn’t sleep sometimes. It affects her family and causes her anxiety. The impact to the superintendent is not small. These incidents are not isolated according to Ms. Zidaru. Mr. Sisson’s repeated interferences in her duties cumulatively rise to the level of substantial, even if one individual event does not.
59. The Tenant has lived in the 1-bedroom rental unit since August 1, 2014. He resides there with 5 cats and his roommate.
60. Based on the financial information provided by the Tenant, he receives Canada Pension Plan and Old Age Security and is 73 years of age. His rent is not in arrears. Although the monthly rent is significantly lower than current market rent the Tenant provided insufficient information to conclude he would not be able to afford market rent.
61. The Tenant produced a long letter from his psychiatrist as evidence of his mental health issues. He proposes that letter to support not only his diagnosis of paranoid personality, anxiety, and depression, but as support for the conclusion that it is other people who are harassing him and causing problems, that the Tenant’s behaviour is only as a result of that harassment, and it must stop.
62. The reliability of the letter is reduced for a number of reasons. Firstly, it is handwritten, which is unusual from a medical professional. The Tenant acknowledged that a previous letter given to the Board by his psychiatrist was typed on letterhead. The Tenant claimed his psychiatrist lost his staff, however, there is no independent way to determine that because the psychiatrist was not present to be cross-examined. The conclusions in the psychiatrist’s letter, that other people are responsible for the Tenant’s behaviour, were based on self-reporting to the doctor, and not any independent investigation. The

comments in the letter appear to be those of an advocate and the demands that the harassment stop sound like they are from the Tenant's point of view and therefore less reliable and trustworthy. I therefore give the letter little weight, except as support that the Tenant suffers mental disabilities which include paranoia.

63. The Tenant testified he believes the Landlord, staff and other tenants are spying on him, provoking and deceiving him. However, there was no evidence that he was being unfairly treated in the events described in this order, which might propel him to press elevator buttons, block the elevator, close doors, remove signs or become aggressive and angry with others. Even if I accept that the Tenant believes he is being deceived
64. Accommodation requires effort from both parties, but the Tenant has not provided how he can be accommodated, aside from demanding they stop harassing him. This Landlord is not a social housing provider. The Tenant has services and supports and takes medication. He has not suggested any accommodation plan that would assist. There is no action of the Landlord that could reduce the Tenant's false belief that he is being deceived, spied on and provoked.
65. The Tenant has failed to identify how the behaviour of refusing to cooperate with pest control, and interfering with the superintendent's job, by pushing elevator buttons and blocking the elevator doors, as well as the explosions of anger related to his diagnoses. Instead, his psychiatrists letter concludes his reactions are normal and as a result of the harassment of other people.
66. The history of this case shows efforts by the Landlord to accommodate the Tenant's disability, by the original conditional order in 2022, and the choice to serve further voidable notices of termination rather than proceed with an L4 ex parte application for breach. This attempt to encourage the Tenant to modify his behaviour over a lengthy period of time was unsuccessful. Denial of eviction is beyond the point of undue hardship due to the continued behaviour of the Tenant, charges of harassment, breaches of bail and interference with staff and building occupants. I am not satisfied the Tenant would comply with a conditional order given his testimony during the hearing and unrelenting behaviour since the previous order 4 years ago.
67. I have considered that the Tenant continues to be on a recognizance of bail which provides some measure of compliance regarding the harassing behavior. Rent is being paid. Given the length of the tenancy, I find that postponing eviction to April 30, 2026 is not unfair.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

4. The Tenant shall pay the Landlord compensation of \$36.31 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Julie Broderick
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 November 1, 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.