



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

File Number: LTB-L-003967-26

In the matter of: Basement, 255 Fort Street
Amherstburg Ontario N9V1C1

Between: Amanda Chan Landlord
Jerry Chan

And

Jillian Drouillard Tenant
Daniel Eaton

Amanda Chan and Jerry Chan (the 'Landlord') applied for an order to terminate the tenancy and evict Jillian Drouillard and Daniel Eaton (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

This application was heard by videoconference on February 24, 2026.

Only the Landlords and the Landlord's Legal Representative Christopher Hall attended the hearing.

As of 9:20 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord sought to withdraw their L2/N5 Application, I consented to the request. The remaining L2/N6 and L2/N7 matters proceed uncontested.
4. N6 Notice of Termination - Illegal Act

On December 21, 2025, the Landlord gave the Tenant an N6 notice of termination, which was deemed served on December 21, 2025, which provided a termination date of January 12, 2026. The notice of termination contains the following allegations:

- The Landlord Amanda Chan testified that she entered into a lease agreement with both Tenants on October 19, 2025, she had assumed since the Tenants entered into a lease agreement together that they were legally permitted to live together.
 - Ms. Chan testified that on December 11, 2025, the Landlord heard yelling, screaming, and throwing objects. Police attended the rental unit. Both Tenants were arrested and were taken away for the night.
 - On December 11, 2025, the Landlord discovered through Windsor Police Sergeant Wiley that the Tenants have been on 2 different court orders, that they are prohibited from living together.
 - The Landlord's next witness was Windsor Police Sergeant Wiley. He testified that he was dispatched to a call about a potential domestic violence situation on December 11, 2025. Upon arrival both Tenants were arrested and charged. This incident occurred within the residential complex, as the incident occurred in the basement area of the house.
 - Sergeant Wiley testified that investigation revealed that the Tenant Daniel Eaton was currently on a non-association order from March 20, 2025. Additionally, the other Tenant Jilian Drouillard was on a court order undertaking from January 28, 2025, facilitating a breach of conditions. He advised the Landlord and testified that on October 19, 2025, the same day the Tenants entered into a lease agreement with the Landlord, the Tenants had a non-association order in place, meaning they are not legally allowed to reside in the same rental unit.
 - Lastly, Sergeant Wiley testified that on December 12, 2025, he attended the rental unit again at approximately 11:36 p.m. and arrested Daniel Eaton on a warrant for non-association breach.
5. The Tenants committed an illegal act in the rental unit and residential complex by entering into a lease agreement with the Landlord on October 19, 2025, despite knowing that Mr. Eaton was subject to a non-association order issued on March 20, 2025, and Ms. Eaton was bound by a court-ordered undertaking dated January 28, 2025. The conditions of these orders prohibited the Tenants from cohabiting. The evidence establishes that the

Tenants lived together from October 19, 2025, up to the hearing date. In addition, Sergeant Wiley testified that he attended the rental unit on December 11 and 12, 2025, arresting both Tenants on December 11 and arresting Mr. Eaton again on December 12. Windsor Police also attended the rental unit on January 4, 14, and 28, 2026, in response to further incidents

6. N7 Notice of Termination - Substantial Interference

On December 21, 2025, the Landlord gave the Tenant an N6 notice of termination, which was deemed serve on December 21, 2025, which provided a termination date of January 12, 2026. The notice of termination contains the following allegations:

- The Landlord, Amanda Chan, testified that on December 11, 2025, she heard yelling, screaming, and objects being thrown inside the rental unit.
- Windsor Police Service attended the rental unit on December 11, 12, and 31, 2025, and on January 4, 14, and 28, 2026, for repeated domestic violence incidents and breaches of court-ordered conditions. Ms. Chan resides at the rental unit with the other Landlord, Mr. Chan, and their two children, aged 4 and 12. The 12-year-old child has been exposed to the violence between the Tenants, and Ms. Chan has had to adjust her children's outdoor time due to safety concerns and the Tenants' use of vulgar language.

The building has three or fewer residential units.

7. The Landlord lives in the building.
8. The Tenants' conduct has substantially interfered with the Landlords' reasonable enjoyment of the residential complex. The repeated yelling, screaming, and sounds of objects being thrown on December 11, 2025, together with multiple police attendances on December 11, 12, and 31, 2025, and January 4, 14, and 28, 2026, created an ongoing environment of fear, disturbance, and instability within the home. Ms. Chan resides in the rental unit with her spouse and their two young children, aged 4 and 12. Her testimony establishes that the 12-year-old child was exposed to the violence between the Tenants, and that she was forced to alter her children's outdoor time and daily routines due to safety concerns and the frequent use of vulgar language by the Tenants. The persistent police involvement, domestic disturbances, and verbal altercations are serious in nature, continuous over several months, and far exceed what a reasonable person should be expected to tolerate in a shared residential property. On the totality of the evidence, the Tenants' behaviour has clearly and significantly interfered with the Landlords' reasonable enjoyment, lawful rights, and ability to safely use and occupy their home.
9. Daily compensation, NSF charges, rent deposit

The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

10. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$11.13 is owing to the Tenant for the period from October 19, 2025, to February 24, 2026.

11. Relief from eviction

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.

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 10, 2026.
2. If the unit is not vacated on or before March 10, 2026, then starting March 11, 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 11, 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 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026, at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Anthony Bruno
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 11, 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.