



Order under Section 69 Residential Tenancies Act, 2006

Citation: District Municipality of Muskoka v Stead, 2026 ONLTB 18789

Date: 2026-03-05

File Number: LTB-L-089478-25

In the matter of: 203, 845 BETHUNE DR S
GRAVENHURST ON P1P1P1

Between: District Municipality of Muskoka Landlord

And

Joshua Stead Tenant

District Municipality of Muskoka (the 'Landlord') applied for an order to terminate the tenancy and evict Joshua Stead (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 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 6, 2026.

Only the Landlord's Legal Representative, Kelly Draycott, and the Landlord's Agents, Laura Seaton and Matt Hailstone attended the hearing.

As of 9:52 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. Therefore, the tenancy between the Landlord and the Tenant will be terminated as of April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Landlord's L2 application is based on two N5 notices. The Landlord served the Tenant with these two notices as follows:

- On August 21, 2025, a voidable N5 Notice of Termination ("N5 notice") to end the tenancy as the Tenant or someone visiting or living with the Tenant has substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person. The N5 notice alleged that the Tenant had several complaints from other residents regarding noise emanating from his residential unit, specifically screaming, yelling, howling, banging noises from July 7, 2025, to August 13, 2025, throughout the day and night. This N5 notice was not voided.
- Pursuant to subsection 68(1)(b) of the *Residential Tenancies Act, 2006*, (the 'Act'), on October 10, 2025, a second non-voidable N5 Notice of Termination ('2ndN5 notice') to end the tenancy as the Tenant or someone visiting or living with the Tenant has substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person. The 2nd N5 notice alleged that management had several complaints from other residents in relation to excessive noise emanating from the Tenant's rental unit, such as screaming, yelling, banging, loud conversations. There were multiple instances of noise emanating from the Tenant's residential unit, throughout the day and after 11:00 p.m. to the early morning hours on various occasions from August 19, 2025 to September 27, 2025.

4. Subsection 64(1) of the Act states:

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.

5. The Landlord's Agent, Laura Seaton, testified that she had received a multitude of complaints from other tenants in the building regarding excessive noise, specifically overly loud conversations, yelling, banging, howling and screaming emanating from the Tenant's residential unit all day long and after midnight. Which has resulted in other residents of the residential complex complaining and wanting to move out. Ms. Seaton testified that after the second N5 notice she attempted to accommodate the Tenant and involved the Landlord's intensive case manager of housing and homelessness, and various other housing support, but the Tenant had not engaged with any of the supports offered. The Landlord's Agent further testified that the Tenant had not voided the first N5 notice.
6. The Landlord's Agent testified that since the filing of the application the disruptive behaviour emanating from the residential unit of the Tenant has continued.

7. Based on the uncontested evidence before the Board, on a balance of probabilities, I find that the Tenant's and his guests'/occupants' conduct of excessive noise emanating from the residential unit, specifically unduly loud yelling, screaming, banging, howling, and loud conversations at all hours of the day has substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex and the Landlord's lawful right, privileges, or interests.
8. The Landlord's Legal Representative requested a delayed eviction order of 30 days terminating the tenancy between the Landlord and Tenant.
9. I have considered all of the uncontested 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act, but would be unfair to extend the eviction any further.
10. In response to questioning from the Board, the Landlord's Legal Representative submitted that the Landlord was seeking a standard delayed eviction of 30 days and that the Tenant, has resided in the rental unit for some time, however that standard warning letters and calls provided to the Tenant seemed to be ignored. Moreover, the Tenant, was provided with contacts and resources, in an effort to quash the issues of the N5 notices, however the noise emanating from the Tenant's rental unit persists to the date of this proceeding. The Landlord's Legal Representative further submitted that the Tenant resides alone, and she is not aware of his personal circumstances and that the residential complex is made up of 33 rental units all single one bedrooms and the tenant's range in age from 18 to 67 years old.
11. Considering all of the uncontested evidence and, notwithstanding the Landlord may face some financial prejudice, I find that, pursuant to subsection 83(1)(b) of the Act that it would not be unfair to the Landlord to delay the eviction until April 30, 2026, but would be unfair to postpone the eviction any further.
12. I am satisfied that the Tenant may experience challenges securing housing that fits his needs such that more time is required. By contrast, the Landlord, while I acknowledge may face further prejudice.
13. The extension of time will allow the Tenant to find an affordable place to live, and the time required to prepare for the termination of the tenancy.
14. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
15. This order contains all of the reasons within it and no further reasons will be issued.
16. The Landlord has incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 to the Landlord \$186.00 for the cost of filing the application.
5. 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 5, 2026
Date Issued

Panagiotis P. Roupas
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.