



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099393-25

In the matter of: 40, 711 POND MILLS RD
LONDON ON N5Z4Y9

Between: Pam Gardens Non Profit Housing Inc. Landlord

And

Lateesha aka Lattesha Brown Tenant

Pam Gardens Non Profit Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lateesha aka Lattesha Brown (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 February 24, 2026. The Landlord's Agent, T. Huse, the Landlord's Legal Representative, T. Schoenleber, the Tenant's Legal Representative, A. Darling, and the Tenant attended the hearing. The Landlord's witness, B. Higgins (BH) also attended the hearing.

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. Rather than seek termination, the Landlord requested a stop to the offending conduct.
2. The Tenant is in possession of the rental unit.
3. On November 18, 2025, the Landlord gave the Tenant a Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of January 31, 2026. The Landlord alleged in the notice that the Tenant:
 - a. on October 4, 2024, stood over another resident in a threatening manner, invited her to a fight and poured an alcoholic drink on her;
 - b. on October 15, 2025, called the resident an offensive name;

- c. on November 2, 2025, invited the resident to a fight again, called her an offensive name and made gunshot noises and motions with her hand; and
 - d. on November 15, 2025, was caught on camera calling the resident an offensive name and telling her to *'just watch when I see you'*.
4. The Landlord's witness, BH, testified that on November 20, 2025, she was waiting in the car for her children, when they crossed paths with the Tenant as they walked towards the car. The Tenant muttered 'blood clot' to her thirteen- and fourteen-year-old daughters and made them extremely uncomfortable. BH also felt uncomfortable with the Tenant's behaviour and worried that the Tenant may be lying in wait for her as she walks to her car.
 5. The Landlord played a video of the incident, but it simply shows that the Tenant and BH's children crossed paths that morning and nothing more.
 6. The Tenant, who did not dispute the incidents contained in the N5 notice, testified that she was infuriated with BH over her involvement with her ex. The Tenant appeared remorseful for her conduct and denied addressing BH's children on November 20, 2025. She claimed she was singing a song in her native dialect and just happened to say 'blood clot' as she walked by BH's children. Blood clot apparently is akin to saying the 'f word'.
 7. Section 64(3) of the Residential Tenancies Act, 2006 ('the Act') provides that a first N5 is voided if the Tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained about. In this case, the 7-day voiding period ran from November 19, 2025, to November 25, 2025.
 8. Based on all the evidence, I find on a balance of probabilities that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenant did not dispute BH's claim that she said blood clot as she walked by BH's children on November 20, 2025, and while she stated that she was singing a song which contained the phrase, given her vitriol at BH in the preceding weeks, I find it highly unlikely that her comments which was also derogatory in nature, was not directed at BH's children.
 9. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
 10. I am satisfied that the Tenant's conduct substantially interfered with the reasonable enjoyment of another tenant and with the lawful right, privilege, or interest of the Landlords.
 11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 12. The Landlord collected a rent deposit of \$134.28 from the Tenant and this deposit is still being held by the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. For a one year period commencing immediately and continuing to March 2, 2027, the Tenant, another occupant of the rental unit or someone the Tenant permits in the residential complex shall not substantially interfere with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interfere with another lawful right, privilege or interest of the landlord or another tenant. For specificity, they shall refrain from:
 - a. uttering threats or acting in a threatening manner towards others in the residential complex,
 - b. name calling, uttering derogatory, or offensive remarks towards anyone in the residential complex, and
 - c. clamouring for physical violence or making gunshot noises and motions with her hand.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
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 May 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026, at 4.00% annually on the balance outstanding.

March 3, 2026
Date Issued

Jitewa Edu
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 15, 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.