



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095990-25

In the matter of: 201, 410 HAZEL ST
WATERLOO ON N2L3P8

Between: 1000195998 Ontario Inc. c/o Manor Management Landlord

And

Nicholas King Tenant

1000195998 Ontario Inc. c/o Manor Management (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas King (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 18, 2026.

Only the Landlord's Legal Representative Benjamin Charlebois attended the hearing.

As of 9:20am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB.

Determinations:

The Request to Reschedule

1. On January 28, 2026, the Tenant Board received a Request to reschedule from Paralegal Peggy Frost who indicated that while she was not retained by the Tenant she had sent the request to reschedule for the Tenant on a courtesy basis. The Request indicated that the Tenant was presently hospitalized inpatient with no confirmed discharge date.
2. The Request to reschedule was denied by the Board as it had not been made on consent, however when the Tenant did not attend the proceeding I raised the issue with the

Landlord. The Landlord's Legal Representative confirmed that the Tenant had been charged criminally with a number of offenses and was being held at St. Josephs for observation, however the Tenant subsequently plead and was released on February 11, 2026.

3. I am prepared to accept that the Tenant was released on February 11, 2026 and was not therefore prevented from attending the proceeding due to hospitalization.
4. Therefore, the hearing continued with only the Landlord's evidence.

The N5

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated effective March 17, 2026
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On September 17, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. 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).
8. On November 12, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: that the Tenant was making disturbing noise in the complex and looking in other residents' windows and lingering by their vehicles.
9. The Landlord's witness Donna Collins testified at the hearing. She is a property manager for the Landlord who has worked in this complex since 2023.
10. She testified that she received an emailed from a resident on October 28, 2025, which indicated that they could hear the Tenant yelling and screaming repeatedly in his unit below them. The witness relied on a copy of this email and well as second distinct email reporting frequent screaming and yelling from the Tenants rental unit.
11. She also testified that on September 25, 2025, other residents observed the Tenant lingering near their vehicles in the parking lot.
12. On October 5, 2025, another resident found the Tenant lying naked in a common area of the complex, which they also reported to her via email. Additionally on October 5, 2025, other residents reported the Tenant walking around the ground floor of the complex and sating in their windows.
13. Based on the uncontested evidence of the Landlord's witness, supported by contemporaneous emails, I am satisfied that The Tenant has cause ongoing noise disturbances, laid naked in the common area, and made other residents unformidable by lingering near their vehicles and staring into their windows.
14. I am also satisfied that this conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex, as demonstrated by the large number of complaints received by the Landlord.

15. The Tenant was required to pay the Landlord \$1,840.23 in daily compensation for use and occupation of the rental unit for the period from October 15, 2025, to February 18, 2026.
16. Based on the monthly rent, the daily compensation is \$14.49. This amount is calculated as follows: $\$440.75 \times 12$, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Section 83

19. 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. Aside from speculation that the Tenant was in receipt of ODSP the Landlord's Legal Representative was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering all the circumstances, I am satisfied 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 17, 2026.
2. If the unit is not vacated on or before March 17, 2026, then starting March 18, 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 18, 2026.
4. The Tenant shall also pay the Landlord compensation of \$14.49 per day for the use of the unit starting February 19, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00
7. If the Tenant does not pay the Landlord the full amount owing on or before March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

Reid Jackson
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 18, 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.