



Order under Section 69 Residential Tenancies Act, 2006

Citation: Niagara Regional Housing v Shiels, 2026 ONLTB 19446

Date: 2026-03-06

File Number: LTB-L-070629-25

In the matter of: 404, 60 YORK ST
WELLAND ON L3B4A8

Between: Niagara Regional Housing Landlord

And

Kaitelynn Shiels Tenant

Niagara Regional Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Kaitelynn Shiels (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in 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 December 10, 2025.

The Landlord's agent, Melissa Colitti, the Landlord's legal representative, Judith Callender, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is ended as of March 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Daily compensation, rent deposit

3. On August 27, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations: on July 1, 2025 a guest of the Tenant, Hayden, assaulted another tenant, MA, in the residential complex.
4. A person permitted in the residential complex by the Tenant (Hayden) has seriously impaired the safety of another tenant of the residential complex, MA, by assaulting them in the elevator.
5. The Landlord received an email from another tenant, NL, advising them of the assault. NL did not witness the assault, had been told about it by the Tenant who was 'bragging' about it. The Landlord reviewed the video surveillance and captured the relevant time periods, which were submitted into evidence. Another tenant also reported to the Landlord that the Tenant was bragging about the incident. MA did not testify because he was intoxicated at the time of the assault and didn't recall any details.
6. The videos show Hayden and MA entering the elevator together. A minute later Hayden exits the elevator alone, goes to the rental unit and comes back to the elevator with the Tenant. The two look inside the elevator and return to the rental unit. Approximately 10 minutes later MA exits the elevator on another floor, falling out of the door and laying on the floor for approximately five minutes. When he gets up, he is extremely unsteady and has blood on his face. MA was steady on his feet and had no difficulties entering the elevator, but was in visible distress, very unsteady, staggering, and bleeding when he exited.
7. The credibility of Hayden's testimony is reduced by his inaccurate descriptions of events which were shown on video, and his reference to the testimony of another witness, which was shared with him by the Tenant. While Hayden denies assaulting MA, I find it is more likely that MA did not cause his own injuries and his injuries were caused by the only other person present in the elevator: Hayden.

Daily compensation, rent deposit

8. The Tenant was required to pay the Landlord \$369.90 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to December 10, 2025. \$139.00 was paid prior to the hearing.
9. Based on the monthly rent, the daily compensation is \$36.99. This amount is calculated as follows: \$1,125.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from eviction

12. 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 31, 2026 pursuant to subsection 83(1)(b) of the Act. A conditional order would not be appropriate in this circumstance because the Tenant takes no responsibility for the incident, and it is not an isolated incident. The Tenant had a prior consent order relating to assault, and a witness described a separate incident of harassment by Hayden. However, I note that the Tenant was in the late stages of pregnancy at the hearing and there would now be a young baby in the unit which makes moving out a more complicated process and justifies a brief delay.

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 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$230.90, which represents compensation for the use of the unit from December 1, 2025 to December 10, 2025.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$416.90.
7. The Tenant shall also pay the Landlord compensation of \$36.99 per day for the use of the unit starting December 11, 2025 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

March 6, 2026
Date Issued

 Dawn Carr
 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 October 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.