



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082755-25

In the matter of: 27, 595 GREENFIELD AVE
KITCHENER ON N2C2N7

Between: Regional Municipality of Waterloo Landlord

And

Kayla Poole-Peori Tenant

Regional Municipality of Waterloo (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Poole-Peori (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 March 2, 2026.

Only the Landlord's Agents, Shelley Conrad and Sean Leary, attended the hearing. Rosmira Vanegas (neighbouring tenant) with her Translator, Fanny Villarte, and Ryman Rasulbaash (Facilities Coordinator) testified on behalf of the Landlord.

As of 10:52 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. However, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On April 28, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same day. The notice of termination alleges that on April 25, 2025, the Tenant was rude and verbally aggressive to Landlord staff when approached to discuss the Tenant's request for additional keys. The Tenant used profanity and yelled at Landlord staff "to do your fucking job."
4. I acknowledge it would be prejudicial to a tenant if the allegations in a first N5 Notice were without any foundation and made simply for the purpose of allowing a landlord to serve a second, non-voidable notice pursuant to section 68(1) of the Act. I am satisfied that is not the case in the matter before me.
5. The Landlord's Agent presented evidence supporting the allegations contained in the first N5 notice, including testifying regarding the Tenant's aggressive language and movement towards the Landlord Agent during the April 25, 2025 interaction which left the Landlord's Agent feeling unsafe during the course of their work. 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).
6. On September 19, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served that same day. The notice of termination contains the following allegations:
 - On August 17, 2025, the Tenant's guest operated a vehicle in an unsafe manner in the carport of the rental unit causing a fire requiring evacuation of the neighbouring units and fire department and police services to attend.
 - On August 28, 2025, the Tenant threw glass bottles onto the residential complex roadway, causing a hazard to people, pets, and vehicles.
 - On September 19, 2025, the Tenant used her cellphone to take a photo of a neighbour's licence plate without permission.
7. The Landlord's Agent submitted three videos into evidence of the car fire incident on August 17, 2025. Two of the videos are from the adjacent unit showing the neighbours urgently calling emergency services and evacuating three small children and a dog from the unit. Light gray smoke can be seen on the right-hand side of the screen from the Tenant's unit. Emergency response vehicles are also seen arriving in one of the videos. The third video shows the neighbour in the adjacent unit yelling at the Tenant's guests in the driveway of the Tenant's rental unit where a car had been left running and smoke had emerged from the vehicle.
8. The Landlord's Agent confirmed that one of the Tenant's guests was incapacitated in the driver's seat and had the car running with the engine revving causing it to overheat and emergency services being called. A copy of an email regarding the incident from a concerned tenant in a neighbouring unit dated August 17, 2025 was submitted as evidence to corroborate the Landlord's details.
9. The Landlord's Agent then submitted a video from the adjacent unit dated August 28, 2025 at 5:06 a.m. showing the Tenant in what appears to be mental distress yelling outside her unit. She then goes back inside (off-camera) and glass objects are then seen thrown from her unit smashing onto the street. The Landlord's Agent also submitted an email from another concerned tenant in a neighbouring unit dated August 31, 2025 regarding other

neighbours having to clean up the glass shards left by the Tenant so children can play safely as evidence to substantiate the Landlord's claims.

10. Though the Landlord did not submit evidence regarding the incident that occurred on September 19, 2025, having considered the uncontested evidence and submissions of the two other incidents depicted in the N5 notice, I am satisfied that the Tenant, an occupant of the Tenant's rental unit or a person permitted in the residential has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. I am satisfied that the November 18, 2025 incident was caused by at least one of the Tenant's guests being incapacitated in a running vehicle on the premises resulting in panic from the neighbouring tenants who had to evacuate children and pets from the area. The Tenant was also positively identified by the Landlord's Agent in a video hurling glass objects outside her unit with no regard for who may have been outside or who would clean up the broken glass all over the road in front of her unit.

Daily Compensation:

11. The Tenant was required to pay the Landlord \$1,023.88 in daily compensation for use and occupation of the rental unit for the period from May 21, 2025 to March 2, 2026.
12. Based on the monthly rent, the daily compensation is \$3.58. This amount is calculated as follows: \$109.00 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction:

15. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
16. Rosmira Vanegas ('RV') testified she is the other adjacent tenant to the rental unit. RV recounted incidents of exiting her unit to find broken glass in their shared driveway as well as the Tenant verbally harassing and yelling at her from the rental unit. RV submitted photos taken from her front door security camera of broken glass and trash outside the Tenant's unit in September 2025 as evidence.
17. RV further testified that the Tenant's boyfriend would start yelling and swearing at all hours disturbing RV and her youngest son who has mental health issues. The yelling would trigger her son's outbursts that RV would then have to manage. RV submitted a video of the Tenant's boyfriend taken by her front door security camera on October 29, 2025 as evidence. The video shows a man identified as the Tenant's boyfriend walking into the street yelling profanities at someone not there and causing a disturbance before being called back into the unit by a voice believed to be the Tenant's.
18. RV reiterated her frustration and anxiety living next to the Tenant and dreading the possibility of running into her or any of her guests.

19. Ryman Rasulbaash ('RR') is the Facilities Coordinator for the Landlord and testified regarding his interactions with the Tenant when trying to treat her unit for pests. He described the Tenant as aggressive, often screaming and swearing at him when he attends the unit for pest treatments or any other maintenance issues. RR testified the Tenant has become physically violent since the application was filed, as on December 15, 2025 she physically tried to push her way into another unit to yell at RR to open her unit door as she believed she was locked out.
20. RR further testified that the Tenant's actions have not improved, and her lack of cooperation to treat the rental unit has now resulted in pests spreading to the surrounding rental units.
21. The Landlord's Agent submitted that a conditional order would not be appropriate in the circumstances as the Tenant's behaviour persists, and there have been no attempts to work with the Landlord to reach a resolution. However, given the Tenant's likely mental health issues and her housing subsidy coming to an end on March 31, 2026, the Landlord is willing to delay the eviction to April 30, 2026, and try to assist the Tenant with their housing situation.
22. Based on the uncontested evidence and submissions before me, I am inclined to agree with the Landlord's Agent. A conditional order is not appropriate in cases where there has been no marked improvement in the circumstances giving rise to the notice of termination. The Tenant's behaviour continues to disrupt other tenants around her and impedes the Landlord's ability to carry out its duties under the Act. The Tenant was also not present, through properly served with a notice of hearing, to provide submissions on why or how the tenancy should be preserved. However, given the Tenant's impending housing insecurity and documented episodes of mental distress, I find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) 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 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 \$1,023.88, which represents compensation for the use of the unit from May 21, 2025 to March 2, 2026, less any amounts paid by the Tenant until the date of the hearing.
5. The Tenant shall also pay the Landlord compensation of \$3.58 per day for the use of the unit starting March 3, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

7. The total amount the Tenant must pay the Landlord is \$1,209.88.
8. 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 11, 2026
Date Issued

Fotoula Hatzantonis
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.