



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-105886-25

In the matter of: 1516, 516 GORDON AVE
LONDON ON N6J2V7

Between: Interrent Holdings Manager LP Landlord

And

Michael Bell Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Bell (the 'Tenant') because the Tenant committed an illegal act and the Tenant has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on March 10, 2026.

The Landlord's representative Daniel Abraham and the Tenant attended the hearing.

Determinations:

1. The Landlord proved that the Tenant committed the illegal act of mischief and seriously impaired the safety of another person in the residential complex. However, the tenancy will continue subject to the conditions in this order.

Adjournment Request

1. The Tenant requested an adjournment because he only received a copy of the video showing the incident in question a week before the hearing. The Tenant also stated that he needed time to get a legal representative.
2. The adjournment request was denied. The Tenant stated that he had taken no steps to get a legal representative. The notices of termination and notice of hearing were both served in December 2025. The Tenant has had adequate time to prepare for the hearing and to hire a legal representative. The Landlord provided the video in accordance with the timelines in the Board's Rules of Procedure. The video shows the incident listed on the notices of termination. As such while the Tenant only got the video a week before the hearing the Tenant has been aware of the allegation for a long period.

Notices of Termination

3. The Tenant submits that the application should be dismissed because insufficient notice was given on the notices of termination.
4. The Landlord's certificate of service indicates that both the N6 and N7 notices of termination were served on December 8, 2025. The date of termination in the N7 notice is December 18, 2025 and the date of termination in the N6 notice is December 28, 2025. As such the Landlord provided sufficient notice in accordance with sections 61(2) and 66(2) of the *Residential Tenancies Act, 2006* ('the Act').

The Application

5. A video shows the following (DOC-7497125):
 - On November 30, 2025, the Tenant's vehicle enters the driveway entrance to the residential complex and is followed by another vehicle.
 - The Tenant exits his vehicle with an item that looks like a metal pipe and strikes the car that was following them numerous times.
 - The Tenant also tries to open the driver side door of the other car but is unable to.
 - The Tenant then walks back to his car and then back to the other car. As the Tenant does so the other car backs up.
 - The Tenant then gets back in his car and drives into the residential complex.
 - The other car then re-enters the driveway of the residential complex.
 - A few moments later the Tenant's car comes back down the driveway, the other car appears to try and block the path of the Tenant's car and almost collides with the Tenant's car,
 - Both cars then drive away from the residential complex.
6. The Tenant disputes that this incident occurred in the residential complex. The Tenant testified that the incident began away from the residential complex and that the cars are on the sidewalk and roadway when it happens. While the other car's back tires are on the sidewalk while the Tenant strikes the car with the metal pipe, the Tenant is standing on the residential complex driveway. The Tenant agreed that the driveway is part of the residential complex. I'm therefore satisfied that the incident occurred in the residential complex.
7. I am satisfied that the Tenant committed the illegal act of mischief by willfully damaging property contrary to section 430 of the Criminal Code. I am also satisfied that this act seriously impaired the safety of the driver of the other vehicle. The Tenant repeatedly struck the car with a metal pipe and tried to open the driver side door.
8. I am not satisfied by the Tenant's explanation that he was the victim of the incident, acted in self-defence, or was just trying to get the other driver to leave the residential complex.

Regardless of how the incident started and what happened outside the residential complex, the Tenant's actions in the residential complex seriously impaired the other driver's safety and were mischief. The Tenant's actions as seen in the video are not consistent with his description of the events. The Tenant exits his vehicle with a metal pipe strikes the other car and then tries to open the driver's side door. I agree that it looks like the other car was following the Tenant, but the Tenant's actions are a significant escalation.

Relief From Eviction

9. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant has an adult child who lives in the rental unit and minor children who visit the rental unit. The Tenant's children would be impacted by an eviction. The other driver involved in the incident is not a tenant of the residential complex and I have no evidence before me that supports there is any reason for the other driver to visit the residential complex. The Landlord agreed that there have been no similar incidents since. I accept the Tenant's testimony that he will comply with a conditional order to not engage in similar behaviour in the future. A conditional order will balance the fairness to both parties by giving the Tenant a chance to save the tenancy and by ensuring that no similar incidents happen at the residential complex and that there is no ongoing risk posed by the tenancy continuing.
10. The Landlord 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 continues if the Tenant meets the conditions set out below.
2. For the one-year period between March 18, 2026, to March 18, 2027:
 - a) The Tenant shall not assault any person in the residential complex.
 - b) The Tenant shall not commit the offence of mischief found in section 430 of the Criminal Code in the residential complex.
 - c) The Tenant shall not wilfully damage the rental unit, residential complex, or the property of any person that is in the residential complex. This condition is not meant to capture ordinary wear and tear damage that might occur in the rental unit.
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 March 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

March 18, 2026
Date Issued

Amanda Kovats
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.