



Order under Section 69 Residential Tenancies Act, 2006

Citation: Curtosi v Cousins, 2026 ONLTB 22144

Date: 2026-03-16

File Number: LTB-L-077671-25

In the matter of: Lower, 1092 Mosley St
Wasagabeach ON L9Z2G1

Between: John Curtosi Landlord

And

Chance Cousins Tenants
Elizabeth Phillips

John Curtosi (the 'Landlord') applied for an order to terminate the tenancy and evict Chance COUSINS and Elizabeth Phillips (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

This application was heard by videoconference on December 16, 2025.

The Landlord's Agent, Jessica Coulter, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I am satisfied that a conditional order is appropriate in the circumstances.
2. The Tenants was in possession of the rental unit on the date the application was filed.
3. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Service of Notices

4. The Tenants claimed that the N5 notices were not served to them and instead were served to the upstairs tenant "Brittney".
5. The certificate of service indicated that the documents were handed to the Tenant, Elizabeth Phillips.
6. In *Toronto Community Housing Corp. v Zelsman*, 2017 ONSC 5289, the Divisional Court upheld the LTB's determination that when it comes to determining whether a notice was validly served, the issue is not whether the Tenant received a notice(s) but instead whether the Landlord served them.
7. Furthermore, section 191(2) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that even if a document is not served in accordance with the Act, it will still be deemed to have been validly given if it is proven the contents actually came to the attention of the intended person.
8. In this case, the Tenants dispute the certificate of service, but it was clear from the Tenant, Elizabeth Phillips ("EP"), testimony that the Tenants were aware of the notices of termination within the required time period. So, even if the Landlord did not comply with the proper service requirements and handed the documents to the upstairs tenant instead of EP herself, I am satisfied under section 191(2) that the contents of the notices still came to the attention of the Tenants.

Validity of N5 Notice

9. The Landlord served two separate N5 notices of termination ("N5 notice"), one claiming the Tenants were substantially interfering with the Landlord's lawful right, privilege, or interest and one claiming the Tenant's wilfully or negligently caused damage.
10. The N5 notice claiming the Tenant's wilfully or negligently caused damage had both the "You have 7 days to correct the problem(s) described on page 2 and avoid eviction" as well as the "I can apply to the Board immediately for an order to evict you" boxes checked off.
11. EP testified that the Tenants were confused by the N5 notice because both of the Tenants have learning disabilities and they thought they were being evicted but they also were not given an outline how to remedy so they were not sure if they could remedy the notice.
12. I am not satisfied that the N5 notice pertaining to the damage claim is clear as it claims that the Tenants can both remedy and not remedy the issue at the same time. This is confusing and misleading. As such, I find that this portion of the N5 notice to be ambiguous and unclear and therefore invalid.
13. However, the N5 notice pertaining to substantial interference was presumptively valid and the hearing proceeding on the claims contained in that notice.

N5 Notice of Termination

14. On August 12, 2025, the Landlord gave the Tenants a first, voidable N5 notice, claiming the Tenants were substantially interfering with the Landlord's lawful right, privilege, or

interest by acting aggressively with the Landlord and the Landlord's Agent. Therefore, the Landlord was allowed to give the Tenants a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

15. On September 11, 2025, the Landlord gave the Tenants a second N5 notice of termination. The notice of termination contains the following allegations: Tenants were substantially interfering with the Landlord's lawful right, privilege, or interest by acting aggressively with the Landlord and the Landlord's Agent.
16. The Landlord's Agent testified that the Tenant, Chance Cousins ("CC"), is aggressive with her and yells at her and interferes with the Landlord's Agent when she is trying to do her job. The Landlord's Agent testified that CC tries to prevent her from entering onto the property, makes false accusations, and is verbally aggressive. The Landlord's Agent testified that when she attended to enter a different rental unit, not the Tenants', CC got involved and attempted to tell the Landlord's Agent what she could or could not do at a different unit.
17. The Landlord's Agent testified that the Police have had to attend the rental unit with her on two separate occasions, once on September 6, 2025, and once on October 11, 2025. The Landlord's Agent testified that on one occasion, the Tenants attempted to have the Landlord's Agent trespass from the property, despite having provided proper notice to enter. The Landlord's Agent testified that the last two times she has attended the property it has been fine.
18. EP testified the Tenants were surprised when the Landlord's Agent attended because they had not been given proper notice and they had their dogs out back. EP testified that once the Police arrived, the Tenants listened to the Police.
19. CC testified that he is loud and can come across as rough and that he was emotional and not doing well on the day the Landlord's Agent attended. CC testified that he is doing better now and will mind his own business.
20. I am satisfied that the Tenants have not been comporting themselves in a manner that was appropriate and that it is interfering with the Landlord's Agent's ability to do her job while at the residential complex or at the rental unit. I am satisfied that CC has let his temper and emotions get the better of him and has been verbally aggressive with the Landlord's Agent, which has interfered with her performing her duties. This is not appropriate and is a substantial interference with the Landlord's lawful right, privilege, or interest.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. There is no last month's rent deposit.

Relief from eviction

23. The Landlord's Agent testified that the Landlord is seeking eviction because the Tenants have been provided many opportunities to conduct themselves in an appropriate manner and have failed to do so. The Landlord's Agent testified that the Landlord did not believe

the Tenants would comply with a conditional order. Again, the Landlord's Agent did testify that her last 2 attendances to the residential complex were fine.

24. CC testified that the Tenants have 2 children in the rental unit aged 10 and 7 years old and one 6 months old. CC testified that 2 of the children are on the autism spectrum and are in school and programs that are accessible to the area the rental unit is in. CC testified that the Tenants have a single income.
25. CC testified that he was recently released from the hospital due to a spinal injury and a mental health crisis. CC testified that the Tenants do not have friend or family that could support them if they were evicted.
26. The Act, like all legislation in the Province of Ontario, is remedial. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("*Matthews*"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants."
27. The Court of Appeal for Ontario's reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
28. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
29. Here, while the Tenants' behaviour cannot be condoned, it does appear that the Tenants have been making efforts to behave appropriately. It is the Landlord's Agent's own testimony that her last 2 visits to the residential complex were fine.
30. I find that it would be more unfair to the Tenants in the circumstance to evict them given their children and their children's circumstances and the Tenants own mental health conditions than to allow them the opportunity to attempt to preserve the tenancy.
31. As such, 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall refrain from substantially interfering with the Landlord's lawful right, privilege, or interest by refraining from the following:
 - a) The Tenants shall not harass the Landlord or the Landlord's staff or agents, by following the Landlord, Landlord's staff or agents around the rental unit and/or

residential complex while the Landlord, Landlord's staff or agents are attending on proper notice.

- b) The Tenants shall not threaten the Landlord, Landlord's staff or agents.
 - c) The Tenants shall not harass the Landlord, Landlord's staff or agents by using profane or abusive language.
3. If the Tenants fail 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 Tenants. 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 Tenants.
 4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
 5. The total amount the Tenants must pay the Landlord is \$186.00.
 6. If the Tenants do not pay the Landlord the full amount owing on or before March 27, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 28, 2026, at 4.00% annually on the balance outstanding.

March 16, 2026

Date Issued

Nicole Pedron

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.