



Order under Section 69 Residential Tenancies Act, 2006

Citation: Royal York Shores (2663) Inc. v Sisson, 2026 ONLTB 23488

Date: 2026-03-24

File Number: LTB-L-030784-25

In the matter of: 215, 2663 LAKE SHORE BLVD W
ETOBICOKE ON M8V1G7

Between: Royal York Shores (2663) Inc. Landlord

And

Richard Sisson Tenant

Royal York Shores (2663) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Sisson (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or 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 August 18, 2025, December 16, 2025, and February 13, 2026.

The Landlord's agent, Marta Zidaru ('MZ'), the Landlord's legal representative, Allistair Trent ('AT'), and the Tenant attended the hearing on all three days. The Landlord's witnesses, Oana Tanase ('OT'), Daniela Geapaana ('DG'), Karen Kinsella ('KK'), and Snizhana Serdiuthenko ('SS'), attended the hearing on February 13, 2026.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, but it is not unfair in all the circumstances to grant relief from eviction, subject to conditions.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 12, 2025, the Landlord gave the Tenant an N6 notice of Termination ('the 'N6 Notice'). In the N6 Notice, the Landlord alleges that on 8 occasions between April 5-10,

2025, the Tenant left food for wildlife around various exterior common areas of the residential complex, and at 11:34 a.m. on April 7, 2025, the Tenant engaged in “illegal dumping” in the residential complex.

4. The Landlord alleges that these were illegal acts engaged in by the Tenant in the residential complex, contrary to section 61 of the *Residential Tenancies Act, 2006* (the ‘Act’).
5. As the Court of Appeal for Ontario has observed, notices of termination alleging illegal acts, given under section 61 of the Act, contain no curative provision, as opposed to notices of termination given under sections 62, 64, or 67 of the Act, which provide the tenant with the opportunity to void the notice of termination.
6. To justify the termination of a tenancy pursuant to a notice of termination alleging an illegal act, the illegal act must therefore be serious. “Trivial illegality does not warrant termination”:

“Unless the offence has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants, the landlord in my view does not have the right to evict”.

Samuel Property Management Ltd. V. Nicholson, 2002 CanLII 45065 (ON CA), para 29

7. MZ has been the superintendent of the residential complex for a little over one year.
8. On April 11, 2025, MZ sent an email to the Landlord’s main office informing that that she and another tenant had witnessed the Tenant feeding wildlife around common areas of the residential complex and engaging in “illegal dumping” on all of dates and times alleged in the N6 Notice. It alleges that at least twice per day, the Tenant was feeding wildlife in the residential complex (DOC-6167909, p. 2).
9. MZ presented as evidence the following excerpt from the residential complex security camera and a corresponding photo that she took:
 - a) April 10, 2025, 8:30 p.m. video: the Tenant walks to the back of the parking lot and dumps something out near the dumpster (DOC-6167893);
 - b) April 10, 2025: a photo taken by MZ after the 8:30 p.m. video on April 10, 2025 depicting a racoon eating food scraps left on the ground where the Tenant was captured dumping something (DOC-6167909, p.4);
10. MZ said that this is a regular occurrence, happening every night. MZ said the food scraps vary, but there is always bread and cat food.
11. This was the extent of the Landlord’s evidence relative to the allegations in the N6 Notice.
12. This is the Landlord’s application, and so the Landlord bears the burden of proof on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish it is more likely than

not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.

13. The Landlord does not necessarily need to prove every allegation in the N6 Notice in order to be successful on its application. The Landlord only needs to prove at least one of the allegations, so long as the proven allegation amounts to an illegal act for the purposes of section 61 of the Act.
14. The video evidence of the Tenant walking through the parking lot, and dumping something on the ground near the dumpster at 8:30 p.m. on April 10, 2025, combined with the photograph taken by MZ shortly thereafter showing food on the ground and a racoon eating is sufficient clear, convincing, and cogent evidence that this occurred.
15. This amounts to an illegal act, contrary to ss. 349-10.1, CH 349, *Animals, Toronto Municipal Code*, which prohibits individuals from feeding wildlife on one's property. According to the City of Toronto's website, these provisions of the *Municipal Code* do not apply to feeding certain animals on private property. This includes feeding songbirds, as long as the bird feeder is kept in a sanitary condition and does not act as an attractant to other wildlife, and the prohibition does not apply to feeding stray or feral cats, as long as no food is left behind as a possible wildlife attractant (DOC-6167909, p. 42).
16. The Tenant did not challenge the fact that he was leaving food around outside as alleged by the Landlord in the N6 Notice, but said he was leaving the food for stray cats and not for wild animals.
17. While it may be that the Tenant's intention in leaving food near the dumpster on April 10, 2025 was only to feed stray cats, that is not in fact what he did. There was no evidence that a stray or feral cat ate any of the food, and even if one did, the Tenant did not ensure that no food was left behind as an attractant for wildlife. This is demonstrated by the photo of a racoon eating the food left by the Tenant.
18. I therefore find that the Tenant committed an illegal act at approximately 8:30 p.m. on April 10, 2025 when he fed wildlife in the residential complex. The Tenant asserted that this conduct did not occur in the residential complex because he actually dumped the food onto a neighbouring property.
19. Section 61 of the Act requires that the illegal act be carried out in the residential complex. I do not accept the Tenant's argument on this point for several reasons. First, even if the Tenant stood in the residential complex and dumped the food on a neighbouring property, the Tenant was still in the residential complex when he committed the illegal act. Second, the evidence before me was that the same Landlord owns the neighbouring property, where rental units are also located. The two buildings share staff. This makes the buildings on the neighbouring properties a "related group of buildings" meaning the neighbouring property falls within the definition of "residential complex" for the purposes of the Act. Third, the Tenant's conduct impacted the Landlord and other tenants of the residential complex (see below).
20. To dismiss the application because the Tenant contends that he threw the food a couple feet over the property line would be absurd and would undermine the purpose of section 61 of the Act when these three factors are present.

21. I further find that this illegal act was serious, because it has the potential to affect the character of the residential complex, and the reasonable enjoyment of other tenants and the Landlord. It creates more work for MZ as the superintendent, creating messes that she has to clean up, and it impacts other tenants' ability to use the dumpster at night or to park near the dumpster.

Relief from Eviction

22. After the N6 Notice was given to the Tenant, his conduct did not stop. He continued leaving food in exterior areas of the residential complex contrary to ss. 349-10.1, CH 349, *Animals, Toronto Municipal Code*.
23. There was ample evidence presented of the Tenant's ongoing conduct, including videos depicting this conduct on July 11, 2025 (DOC-6167847); July 15, 2025 (DOC-6167836 & DOC-6167829); July 31, 2025 (DOC-6167820 & DOC-6167812); August 3, 2025 (DOC-6167857 & 6167871); December 19, 2025 (DOC-7284226 & DOC-7284239); January 8, 2026 (DOC-7284274); January 11, 2026 (DOC-7284284); and January 13, 2026 (DOC-7284293).
24. MZ said the Tenant's conduct relative to feeding wildlife has not abated despite the N6 Notice, this proceeding, and interim order LTB-030784-25-IN issued on January 6, 2026 ordering the Tenant not to leave food out for wildlife in the residential complex. MZ said it is still a daily occurrence.
25. MZ described how the Tenant's conduct impacts her job. She said that it creates a lot of extra work for her cleaning up outside, as the wildlife creates a mess with the food left by the Tenant. She also explained that the wildlife attracted by the food left out by the Tenant impacts other tenants' ability to use the dumpsters at night, and impacts those who park near areas where the Tenant leaves food because of the presence of wildlife attracted to the area by food. MZ said she cleans up food around the dumpster on a daily basis.
26. OT, KK, and SS are all tenants of other units in the residential complex. All three described the negative impact of the Tenant's conduct on them. SS said there is always food spread outside in the residential complex, and she has seen the Tenant leaving the food out. She said the resulting wildlife attracted by the food makes her fearful to go outside with her small dog. She said that one time she was chased by a coyote.
27. KK has also seen the Tenant leave food out around the exterior parts of the residential complex.
28. OT said that she works from home and sees the Tenant leaving food for wildlife regularly. She said that she has observed wildlife in the precise places where the Tenant leaves food, and the animals she has seen include raccoons, rats, and other rodents.
29. While the Tenant admits to leaving food out, he claims it is for cats, and that he is not responsible for wildlife around the residential complex. The Tenant is not *de facto* necessarily responsible for all wildlife in the vicinity of the residential complex, but he is responsible for the consequences of his own conduct. I find that it is more likely than not that the Tenant leaving food around exterior areas of the residential complex attracts

wildlife to the area, which in turn impacts MZ's job and impacts other tenants' reasonable enjoyment of the residential complex for all usual purposes.

30. The Tenant described a history being involved in cat rescue, and reiterated that he is not feeding wildlife, he is feeding cats. This might be the Tenant's intention, but he is doing so in a manner that disregards other consequences, including attracting wildlife. The Tenant is not putting out a bowl of cat food, letting a stray cat eat, then immediately removing the leftover food so as not to attract other wildlife. He is dumping food around the property and walking away.
31. The Tenant presented a letter from his psychiatrist, dated August 15, 2024 (DC-8938908, pp. 2-3), explaining that he suffers from major depression, anxiety, and paranoid personality disorder. The Landlord challenged the veracity of the letter, even presenting GP as a witness to say she attended the address on the letterhead and found there to be no psychiatrist's office there.
32. I searched the psychiatrist's name on the College of Physicians and Surgeons of Ontario ('CPSO') directory. The psychiatrist has two business locations, and the one identified in the letter the Tenant presented is listed as the primary business location, though there is no unit number identified on the CPSO directory. I find that it more likely than not that this is an authentic medical letter.
33. The Tenant said that he engages in cat rescue activities to keep his mind active. The Tenant is 73 years old and said that he would be in a precarious situation if evicted. He said he does not think he could find other living accommodation given the cost of market rent, and he said he does not have friends or family to stay with. He also said the impact of eviction would be exacerbated by his mental health conditions and related vulnerability.
34. I am troubled by the fact that the Tenant continued feeding wildlife despite the January 6, 2026 interim order, and the Tenant's denial of any responsibility for the consequences of his actions. Simply because the Tenant's intention is to feed cats does not mean that only cats will eat food that he leaves around the residential complex.
35. At the same time, however, I also find that the Tenant was a credible witness. He was honest in acknowledging that he has left food around exterior areas of the residential complex. He simply believed this to be permissible conduct.
36. In all the circumstances, accounting for the Tenant's vulnerability, mental health issues, and the fact that the Tenant said he would comply with a conditional order even though he would not want to, I find that it is not unfair to grant relief from eviction, on conditions. The Tenant must not leave food out in the residential complex that may attract wildlife again. This condition will be in place for a period of two years.
37. I acknowledge that the Tenant's conduct has impacted other tenants in the residential complex, but if the Tenant complies with this conditional order, those impacts will be alleviated. If he does not comply with the conditions, then the Landlord will have the immediate right to file an application without notice to the tenant for an order terminating the tenancy and evicting him.
38. In my view, this balances the rights and responsibilities of the parties.

39. 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.
40. I acknowledge that another LTB order was recently issued in LTB-L-089671-25, terminating the tenancy effective April 30, 2026. **This order does not affect the validity or enforceability of order LTB-L-089671-25.**

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Beginning immediately on issuance of this order on March 24, 2026, and for a period of two years thereafter, the Tenant shall not feed wildlife in the residential complex, or leave food out in a manner that will attract wildlife to any area of the residential complex.
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 April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.