



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

File Number: LTB-L-105272-25

In the matter of: 2, 20 LYONS AVE
BRANTFORD ON N3R4P9

Between: CMHA Landlord

And

Dean Scott Tenant

CMHA (the 'Landlord') applied for an order to terminate the tenancy and evict Dean Scott (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

This application was heard by videoconference on March 17, 2026 at 09:00 am.

Only the Landlord Representative Jackie Struthers attended the hearing.

As of 09:30 am, 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 and the claim for compensation in the application. Therefore,
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

3. On November 21, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. deemed served on the same date which in it was alleged that between November 13 to November 15, 2025 the Tenant was screaming, yelling, being verbally abusive to other tenants and caused \$600.00 in damage to a door.
4. 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).
5. On December 12, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - a. On November 28, 2025 the Tenant interfered with other tenants by preventing hem from leaving the shared kitchen, threatening them and causing an estimated \$500,00 in damage to a door, resulting in police intervention.
6. The allegations in the notice were attested to by the Landlord witness Doug Yip who testified to being the tenant in the shared kitchen that was interfered with and threatened. They also testified to seeing the Tenant damage the door as alleged.
7. Based on the above uncontested testimony, the Tenant has interfered with other tenants in the rental complex in that on November 28, 2025 they prevented them from leaving the shared kitchen, threatened them and damaged a door.
8. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord and the other tenants.
9. Based on the above, and an updated estimate entered in evidence, I am also satisfied on the balance of probabilities that the Tenant has wilfully or negligently caused undue damage to the residential complex by damaging a door in the kitchen as alleged on November 28, 2025.
10. I am also satisfied based on the evidence entered that the Landlord would incur \$940.00 in costs to repair the door that was damaged.

Daily compensation, NSF charges, rent deposit

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Relief from eviction

13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

14. Specifically, given the Tenant failed to appear, to grant any relief would prejudice the Landlord and other tenants within the residential complex.

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 11, 2026.
2. If the unit is not vacated on or before April 11, 2026, then starting April 12, 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 12, 2026.
4. The Tenant shall pay \$940.00 representing the costs the Landlord will incur to repair the damage.
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 \$1,126.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.

March 31, 2026

Date Issued

Kelly Delaney

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 12, 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.