



Order under Section 69 Residential Tenancies Act, 2006

Citation: Albrando v Phin, 2026 ONLTB 25187

Date: 2026-03-27

File Number: LTB-L-100939-25

In the matter of: Room 4, 19 BAKER CRES
BARRIE ON L4M3J4

Between: Alexander Albrando Landlords
Aillen Peralta

And

Nicole Anne Phin Tenant

Alexander Albrando and Aillen Peralta (the 'Landlords') applied for an order to terminate the tenancy and evict Nicole Anne Phin (the 'Tenant') because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex 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 3, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated, and the Tenant must vacate the rental unit on or before April 1, 2026.
2. The Tenant 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.
4. On November 5, 2025, the Landlords gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations: the Tenant's behaviour is seriously impairing the safety of another person in the residential complex.

5. The Landlords testified that on October 7, 2025, the other tenants complained about the Tenant because she was screaming and threatening the other tenants. The Landlords testified that the police were called, and the Tenant was taken to the hospital.
6. The Landlords testified that on October 24, 2025, the Tenant assaulted another tenant in the residential complex. The Landlords testified that the Tenant did not want to let the other tenant out of the room and was keeping the other tenant in the room. Again, the police were called and the Tenant was taken to the hospital.
7. The Landlords testified that it is chaos when the Tenant is present in the residential complex. And the Tenant has a habit of yelling and threatening the other tenants, especially the young child. The Landlords testified that the Tenant has not been back since the assault.
8. The Tenant testified that she does not really remember what happened, but she was told not to go back to the rental unit by the police and other agencies. The Tenant testified that she does not know what is or is not accurate.
9. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Divisional Court clarified that an individual does not have to be hurt or injured and a serious impairment of safety may include:
 - (i) the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
 - (ii) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
 - (iii) extremely loud and intense arguments could easily result in violence and would be a safety hazard.
10. Based on the evidence before me, I am satisfied that the Tenant has seriously impaired that safety of other tenants by yelling and threatening other tenants and the assault of another tenant. I am satisfied this conduct occurred at the residential complex.
11. The Landlords 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. The Tenant testified that she was staying at a shelter then at her father's then back at the shelter. The Tenant testified that she has no support from family or friends. The Tenant testified that she is the victim of some traumatic events that triggered the incidents that led to this notice of termination. The Tenant also testified that she has some medical issues including a traumatic brain injury. The Tenant testified that she has a housing worker that she has been unable to contact.

14. The Landlords testified that they are small Landlords and have a mortgage to pay and have to have the Tenant remove her belongings so they can re-rent her room.
15. While I am sympathetic to the Tenant's current circumstances, I am also mindful of the Landlords' obligations to other tenants. Unfortunately, I find it more unfair to the Landlords in these circumstances to allow this tenancy to continue. The Tenant here cannot recall her role in the events and takes no accountability for her actions and as such, I am not persuaded that a conditional order is appropriate.
16. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 1, 2026.
2. If the unit is not vacated on or before April 1, 2026, then starting April 2, 2026, the Landlords 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 Landlords on or after April 2, 2026.
4. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlords is \$186.00.
6. If the Tenant does not pay the Landlords the full amount owing on or before April 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2026, at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Nicole Pedron
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 2, 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.