



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092437-25

In the matter of: 709, 201 MATTHEW WAY
COLLINGWOOD ON L9Y4V3

Between: Simcoe County Housing Corp. Landlord

And

Britaney Hall Tenant

Simcoe County Housing Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Britaney Hall (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 12, 2026. Only the Landlord's agent Nicole MacDonald attended the hearing.

As of 10:13 a.m., 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, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before April 13, 2026.
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 October 31, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of November 24, 2025. The notice of termination contains the following allegations:
 - On August 5, 2025, the Tenant permitted trespassed guests into the residential complex;

- On August 8 and 20, September 30, October 15, 19, 22, 23, 24, 27, 28 and 31 the Landlord received noise complaints consisting of yelling, music, banging and screaming.
 - On August 23, September 3, and October 3, the Tenant or their guest was driving and parking on a grass boulevard.
4. The Landlord's agent testified that a Schedule "A" attached to the N5 notice details the complaints received at the residential complex from neighbouring tenants, and personal observations by the Landlord's agent.
 5. The Landlord's agent gave evidence that complaints were relayed to the Landlord verbally, by e-mail, and by voicemail. The Landlord's agent testified that all of the allegations contained in the Schedule "A" to the N5 notice are true and accurate reflections of the complaints received.
 6. The frequency of complaints during the month of October 2025 increased and towards the end of the month complaints were recorded almost daily.
 7. The Landlord's N5 notice was served to the Tenant on October 31, 2025, and therefore, the seven-day voiding period set out in section 64(3) is between November 1, 2025, and November 7, 2025.
 8. The Landlord's agent testified that another noise complaint was received on November 3, 2025, and I find that the Tenant did not stop this conduct within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
 9. There was no evidence of recurrences of the other behaviours alleged in the N5 notice during the seven-day voiding period. Accordingly, the Tenant voided the other allegations contained in the N5 notice of termination.
 10. Based on the uncontested testimony before me I am satisfied that the Tenant has substantially interfered with other tenants in the residential complex by making noise as evidenced by the numerous noise complaints from other residents of the residential complex.

Daily compensation, Rent Deposit, and Costs

11. The Tenant was required to pay the Landlord \$412.80 in daily compensation for use and occupation of the rental unit for the period from November 25, 2025 to February 12, 2026, less any rent payments made by the Tenant for this period.
12. Based on the monthly rent, the daily compensation is \$5.16. This amount is calculated as follows: \$157.00 x 12, divided by 365 days.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction

15. The Landlord's agent made submissions that based on the time of year being unfavourable to moving, the Landlord would be agreeable to a brief delay of eviction to March 9, 2026. The Landlord's agent gave further submissions that if March 9, 2026, is not feasible, a standard order for eviction in 11 days is requested.
16. The Landlord's agent made submissions that there are safety concerns in relation to the behaviour of the Tenant or their guests and the inclement weather has subsided. Based on the date this order will issue and the uncontested submissions of the Landlord's agent, a standard order for eviction is appropriate.
17. 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 Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 13, 2026.
2. If the unit is not vacated on or before April 13, 2026, then starting April 14, 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 14, 2026.
4. The Tenant shall pay to the Landlord \$412.80, which represents compensation for the use of the unit from November 25, 2025, to February 12, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenant for this period.
5. The Tenant shall also pay the Landlord compensation of \$5.16 per day for the use of the unit starting February 13, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$598.80.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026, at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Kyle McGraw
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 14, 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.