



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

File Number: LTB-L-103680-25

In the matter of: 102, 527 CARLTON ST
ST. CATHARINES ON L2M0C3

Between: NIAGARA REGIONAL HOUSING Landlord

And

HANNAH DELANY Tenant

Niagara Regional Housing ('NRH' or the 'Landlord') applied for an order to terminate the tenancy and evict Hannah Delany ('HD' or 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. (L2 application)

This L2 application was heard by videoconference on March 4, 2026.

Only the Landlord's Legal Representative, Shelby Whittick ('LLR'), and the Landlord's Agent, Melissa Colitti ('LLA'), attended the hearing. Kimberly McPherson ('KMP') provided witness testimony for the Landlord. Linda Blackmore had signed into the hearing block as a possible witness for the Landlord but she was not called forward for this hearing.

As of 9:37 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.

The LTB's Tribunals Ontario Portal (TOP) showed that a notice of hearing package was mailed by post to the Tenant on February 5, 2026. The same notice of hearing package was emailed to the Landlord on February 5, 2026.

LLR indicated the Tenant had been hospitalized a while ago, but according to Niagara authorities, the Tenant left hospital some two weeks ago (i.e. mid-February 2026). LLR submitted that LLA slid a package of hearing information under the Tenant's rental unit door. In that package was a copy of the notice of hearing and a copy of the Landlord's N5 notice and covering letter; LLR submitted the Tenant left a voicemail message for the Landlord on February 6, 2026, stating she received the package but had spilled water on one of the documents.

As a result of the foregoing, I was satisfied that the Tenant received a notice of hearing so that a hearing could proceed 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. Therefore, as explained below and set out in the order following, the tenancy is be terminated on April 7, 2026.
2. The Tenant was in possession of the rental unit on the date the L2 application was filed and the tenancy is still an active one. LLR confirmed that the monthly rent is \$780.00 and there is no last month's rent deposit being held by the Landlord.
3. N5 Notice of Termination :- On December 4, 2025, the Landlord served the Tenant an N5 notice of termination. The notice of termination has a Schedule "A" which contains the following allegations: dates and times are identified when it is claimed the Tenant engaged in excessive, baseless vexatious complaints, including on August 23, 2025 to LLA and other outside unknown recipients, on October 21, 2025 when the Tenant yelled at the Landlord's community programs coordinator, on November 16, 2025 when the Tenant yelled profanities at another building resident, and on November 27, 2025 when the Tenant swore and yelled at the Landlord's employees including LLA.
4. LLA is the Landlord's property manager for the rental unit building, which she described as a rent-affordable building comprising 85 units.
5. LLA provided testimony about the Tenant being very aggressive, abusive, confrontational to other residents, and sometimes smokes in the building. LLA stated she has been personally yelled at, screamed at and threatened by the Tenant directly.
6. LLA testified that as another example, on October 21, 2025, LLA and an on-staff social worker went to meet with the Tenants. LLA stated the Tenant become abusive, swearing and yelling at both of them. LLA stated the Tenant followed the social worker back to the on-site office where she continued to harass the social worker.
7. LLA testified that despite being served the N5 notice, the Tenant did not correct or improve her behaviour or actions, not within the seven-day voiding period (ending on December 11, 2025), neither afterward. LLA proceeded to set out the following information, using exhibits that were led into evidence:
 - Exhibit LL#1- N5 notice and Schedule "A" – LLA identified this for the record;
 - Exhibit LL#2- copy of the Tenant's handwritten letter dated January 2, 2026, which LLA explained sets out the Tenant's own notice to terminate the tenancy on that same date;
 - Exhibit LL#3- copy of KMP's December 6, 2025 email which LLA said was about the Tenant dragging the rental unit's blinds (NRH's property) outside;
 - Exhibit LL#4- copy of a second email from KMP on December 6, 2025 which LLA explained reported on the Tenant's altercation with a 5th floor named resident;
 - Exhibit LL#5- copy of KMP's email dated December 5, 2025 which LLA explained was a complaint about the Tenant banging on the building's door at about 2pm;

- Exhibit LL#6- copy of KMP's email dated December 10, 2025 which LLA said was a complaint filed about the Tenant following and creeping behind KMP at about 10:30 am;
 - Exhibit LL#7- copy of Linda Blackmore's December 8, 2025 email of complaint which LLA said was about the Tenant's confrontation of Ms. Blackmore and threatening to kick/hurt Ms. Blackmore's dog;
 - Exhibit LL#8- December 6, 2025 video clip (1st floor security camera) which LLA was able to identify the Tenant dragging NRH's blinds away outside;
 - Exhibit LL#9- December 6, 2025 video clip (south entrance security camera) which LLA was able to identify the Tenant dragging away NRH's blinds;
 - Exhibit LL#10 – December 10, 2025 video clip (1st floor hallway) which LLA explained shows the Tenant following KMP down the hall;
 - Exhibit LL#11 – December 10, 2025 video clip (external, front of building security camera) which LLA explained shows the Tenant approaching KMP as KMP was throwing out garbage; and
 - Exhibit LL#12- December 10, 2025 video clip (outside security camera) which LLA explained shows the Tenant crossing the traffic circle, which lead to the approach made by the Tenant in LL#11.
8. LLA then testified that since the N5 service, the Tenant's behaviours and actions have not abated or been corrected, but have worsened. LLA spoke about herself personally, that because the Tenant has continued her aggressive actions toward her, she has become intimidated of the Tenant and is now afraid to encounter her on a daily basis. LLA stated that the Tenant's behaviours and actions have been towards others as well, so much so that the police attended the building four times, arresting the Tenant on Sunday, February 8, 2026 for allegedly stalking and harassing other building residents. Many of the residents have no where else to go as their financial means are quite limited, and LLA said some residents have expressed they feel "trapped".
9. KMP identified herself as a building resident at 527 Carlton Street, who has been living there for the past 7 year and lives immediately across from the Tenant's rental unit on the first floor. From December 2025, KMP described how the Tenant has acted towards her, at first accusing KMP of "doing drugs", but later with instances of following and harassing KMP around the interior and exterior of the building, sometimes trapping KMP in rooms (such as the laundry room) or common entrance areas. KMP described one instance of the Tenant going around KMP while in her car, taking down KMP's license plate number and then reporting KMP to the police (nothing resulted from this action). KMP testified that she tries at all times to avoid encountering the Tenant, and when this is not possible, KMP said she walks or backs away to avoid the Tenant.
10. KMP confirmed that she was present to see the police attend the rental unit on February 8th when they took the Tenant away with them.
11. Based on the uncontested evidence presented by the Landlord, I find that first, the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. This was made evident to me by LLA's testimony and evidence (LL#3 to LL#12) as well as KMP's testimony. Therefore, the Tenant did not void the N5 notice of

termination in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act').

12. Further, and on a balance of probabilities, I find the Tenant has not stopped the behaviours and actions that the N5 notice initially raised as claims, and those behaviours and actions have since continued to February 2026 when the police had to become involved (as LLA testified to).
13. The Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs. (reference: LTB's Interpretation Guideline no. 3)
14. Relief from eviction :- On behalf of the Landlord, LLR and LLA provided submissions. LLR stated that currently there is a Trespass Order against the Tenant, issued by the Niagara police, which requires the Tenant to stay at least 100 metres away from the rental unit building, but allows the Tenant access to her rental unit regularly (with an escort in and out) so she may access her belongings.
15. LLR had LLA confirm that currently, very little is left in the rental unit (a single mattress and a box, etc), to the best of LLA's knowledge.
16. LLR submitted the Tenant may have mental health issues but nothing specific was indicated as being known. LLR indicated the Tenant appears otherwise to be quite healthy and physically able. LLR stated the Tenant has her own supports to assist her daily, noting that the Landlord had offered to provide the Tenant with a social worker of its own, which the Tenant refused. LLR confirmed that no one who may be supporting the Tenant has "reached out" to LLR or the Landlord in general about this L2 matter.
17. Other than foregoing, LLR submitted the Landlord is not aware of any other health issues that would postpone or deny eviction and asked the LTB to consider the circumstances of both the Landlord's employee and rental unit building residents who are anxious to have this matter resolved.
18. (at 1:20:36 of the recording) :-After LLR's final submissions, one of the observers in the hearing room came forward – she identified herself as Margaret Delaney, and said she is the Tenant's sister. Ms. M. Delaney had not identified herself when she entered the hearing room, other than telling the moderator she would be an observer. LLR objected to Ms. M. Delaney making any statement at this juncture as she had been present throughout the hearing only as an observer. Ms. M. Delaney apologized for not knowing the hearing process, and she confirmed she had no consent to represent the Tenant; she simply wanted to say that her sister has the John Howard Society assisting her with her mental health issues.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

2. The Tenant must move out of the rental unit on or before April 7, 2026.
3. If the rental unit is not vacated on or before April 7, 2026, then starting April 8, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after April 8, 2026.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the L2 application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026 at 4.00% annually on the balance outstanding.

March 27, 2026

Date Issued

Alex Brkic

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 8, 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.