



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

File Number: LTB-L-093391-25

In the matter of: 718 SIMCOE ST SOUTH
OSHAWA ON L1H4K4

Between: Vignaraj Manickam Landlord

And

Christopher Stoneman Tenant

Vignaraj Manickam (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Stoneman (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 attended the hearing.

As of 12:57 p.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 10, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Second N5 Notice of Termination

3. On September 25, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of October 15, 2025. The N5 notice alleges that the Tenant was being violent and threatened other tenants on two occasions, and on a separate occasion the Tenant was standing on the front porch shouting and yelling.

4. The Landlord submitted a copy of text messages from another tenant of the residential complex advising the Landlord about the Tenant making threats on September 18, 2025.
5. I find that the first N5 notice served by the Landlord is valid 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).
6. On October 17, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of November 1, 2025. The notice of termination contains the following allegations:
 - On October 15, 2025, the Tenant was using a loudspeaker and singing;
 - On October 16, 2025, the Tenant was using a loudspeaker and singing;
7. The text messages submitted by the Landlord also shows that the Landlord received a text message from another tenant of the residential complex at 11:51 p.m. on October 15, 2025, that reads, "Could you call cris and talk to him? He's using the mic and speaker to sing inside the house. We are all trying to sleep here."
8. Another text message on October 16, 2025, is a video file sent from another tenant to the Landlord evidencing the continued noise. The video file was not submitted at the hearing.
9. I am satisfied, based on the uncontested evidence before me, that the Tenant made excessive noise in the late evening hours on October 15, 2025. The text message shows that other tenants were trying to sleep on October 15, and the Tenant was using a microphone and speaker at 11:51 p.m. on a Wednesday evening.
10. I find that this conduct has substantially interfered with the other tenants' reasonable enjoyment of the residential complex.

Daily Compensation, Rent Deposit and Costs

11. The Tenant was required to pay the Landlord \$2,761.20 in daily compensation for use and occupation of the rental unit for the period from October 16, 2025, to February 12, 2026, less any payments made by the Tenant for this period.
12. Based on the monthly rent, the daily compensation is \$23.01. This amount is calculated as follows: \$700.00 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 testified that they were unaware of the Tenant's circumstances, and the Tenant did not attend the hearing to provide evidence or submissions.
16. The Landlord gave evidence that after service of the second N5 notice there was an altercation between this Tenant and another tenant in the residential complex on January 2, 2026. The Landlord submitted a video of the incident showing the Tenant using profanities while engaged in a violent conflict with the individual holding the camera.

17. Based on the nature of the complaints contained in the first N5 notice, the continued interference with other tenants proven in the second N5 notice, and the violent encounter on January 2, 2026, a delay of eviction would be unduly prejudicial to the Landlord, and the other tenants of the residential complex.
18. 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 10, 2026.
2. If the unit is not vacated on or before April 10, 2026, then starting April 11, 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 11, 2026.
4. The Tenant shall pay to the Landlord \$2,761.20, which represents compensation for the use of the unit from October 16, 2025, to February 12, 2026. The Landlord shall deduct from this amount any rent payment made by the Tenant for this period.
5. The Tenant shall also pay the Landlord compensation of \$23.01 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 \$2,947.20.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 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 11, 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.