



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

File Number: LTB-L-095134-25

In the matter of: 25, 12 BROAD ST
BRANTFORD ON N3R4E3

Between: 915478 Ontario Inc Landlord

And

Michael Bolton Tenant

915478 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Bolton (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 legal representative Jeff Shabes, and the Landlord's agent Trevor Maddern attended the hearing.

As of 12:13 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 11, 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 16, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of November 7, 2025. The notice of termination contains the allegation that on October 15, 2025, the Tenant was making noise and could be heard screaming in their rental unit. The noise and yelling disturbed other Tenants of the residential complex.
4. The Landlord's witness Shane Gagon (SG) testified that he has lived in the residential complex for over 10 years and lives below and adjacent to the Tenant's rental unit.
5. SG gave evidence that on October 15, 2025, he could hear the Tenant stomping, yelling, and banging on his door numerous times. SG clarified that on this day it happened approximately 2-3 times but has heard this on numerous dates.
6. SG further testified that the Tenant will stomp on the floor to antagonize the tenant who lives below him and yells at him through the floor. SG submitted a video taken by him from within his rental unit and the Tenant can clearly be heard yelling and bellowing unintelligibly.
7. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination.
8. The voiding period of the Landlord's N5 notice is between October 17, 2025, and October 23, 2025. SG gave evidence that the Tenant engaged in similar behaviour of yelling and stomping on October 21, 2025. 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. I am satisfied, based on the uncontested evidence before me, that the Tenant substantially interfered with the reasonable enjoyment of other Tenants on October 15, 2025, and did not void the notice by engaging in the same behaviour on October 21, 2025.

Daily compensation, Rent Deposit, and Costs

10. The Tenant was required to pay the Landlord \$5,230.24 in daily compensation for use and occupation of the rental unit for the period from November 8, 2025, to February 12, 2026, less any rent payments made by the Tenant for this period.
11. Based on the monthly rent, the daily compensation is \$53.92. This amount is calculated as follows: \$1,640.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$9.57 is owing to the Tenant for the period from November 1, 2025, to February 12, 2026.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

15. The Landlord's representative requested a "standard order" for eviction within 11 days. The residential complex consists mostly of one-bedroom units and many of the tenants live alone, including this Tenant.
16. SG gave evidence about the frequency of noise testifying it began, "Ever since he moved in and for months. Almost every day. Non-stop yelling and stomping on the floors.". SG further testified that the Tenant's behaviour precludes him from having guests, interferes with his sleep, and he feels as though he "can't enjoy anything".
17. Since the incidents in the N5 notice, SG gave evidence that the Tenant has continued to yell, use profanity, and stomp on the floor.
18. The Tenant has not made any effort to correct his behaviour and based on the impact to SG, and likely other Tenants of the residential complex, a conditional order would not be appropriate. The Tenant did not attend the hearing, and I am without submissions or evidence as to any delay that might be appropriate.
19. 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 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 to the Landlord \$5,230.24, which represents compensation for the use of the unit from November 8, 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 \$53.92 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 Landlord owes \$1,609.57 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$3,806.67.

9. 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

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 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.