



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082823-25

In the matter of: 3, 36 IRVING AVE
OTTAWA ON K1Y1Z4

Between: Aston Property Management Ltd Landlord

And

Marnelle Tokio Tenant

Aston Property Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Marnelle Tokio (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

This application was heard by videoconference on January 14, 2026.

The Landlord's Legal Representative Marc-Riger Gagne, the Tenant's Legal Representative Wade Morris and the Tenant attended the hearing.

Preliminary Motion on dismissal of the N5 Notice for lack of details

1. The Tenant's Legal Representative Mr. Morris brought a preliminary motion seeking that the Board find that the first N5 is invalid for lack of particulars, and dismissal of the application. In the alternative, that numerous allegations in the second N5 be struck for non-compliance given the lack of particulars. Citing Ball v. Metro Capital Property compliance.
2. The Landlord's Legal Representative Mr. Gagne opposed the motion and submitted that both Notices complied with the RTA and applicable jurisprudence, including Ball v. Metro Capital Property, and that the matter should proceed.
3. I turned to the first N5. The first N5 contains three allegations describing:
 - interference with a lawful inspection following 24-hour notice;

- verbal aggression toward the landlord or owner while on the property; and
 - alleged verbal aggression including threats to call Crime Stoppers.
4. While the allegations are not detailed to the level of verbatim statements, they identify specific dates, identify the individual allegedly harassed; and describe the nature of the conduct (verbal aggression and interference).
 5. I am satisfied that the first N5 provides sufficient information to permit the Tenant to understand the allegations and prepare a response. Whether the conduct rises to the level required under section 64 of the RTA is a matter for determination on the merits.
 6. The first N5 is therefore not invalid for lack of particulars.
 7. The second N5 was served on July 4, 2025. Allegations predating the first N5 or occurring within the prohibited statutory period are not permissible under section 68 of the RTA.
 8. I find that the following allegations in Schedule “A” to be invalid and struck:
 - The allegation dated July 8, 2025, as it occurred within seven days of service of the first N5.
 - The allegation dated July 23, 2025, due to insufficient particulars, including vague location, lack of time, and unspecified frequency.
 - The allegation described as “mid-September 2024 to present”, for lack of dates, frequency, and specificity.
 - The allegation described as “July 2025 – exact date unknown”, for lack of date and location.
 9. Allegations dated December 16, 2024, February 3, 2025, and May 31, 2025, as they pre-date the first N5 and ought to have been included therein.
 10. I find that the allegations dated August 20–24, 2025 contain sufficient particulars, including dates and description of conduct, and are properly before the Board.
 11. I find that the Tenant’s motion to dismiss the application on a lack of particulars is denied. I find that the 1st N5 is valid and remains in its entirety. Regarding the second N5, the allegations dated August 20 through 24, 2025, remain. All other allegations in the Landlord’s Schedule A are struck and will not be considered. (paragraph 9)

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. N5 Notice of Termination- Substantial interference

On July 4, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on July 4, 2025, with a termination date of July 25, 2025. The notice of termination contains the following allegations:

- On or about May 28, 2025, the Landlord alleged 24-hour notice for inspection. The Tenant was alleged to harasses David Aston in the common areas of the property.
- On or about June 16, 2025, Mr. Evans was gardening on the property. The Landlord alleges that the Tenant was verbally aggressive and incorrectly claimed that Mr. Evans is required to give tenants legal notice be on the property.
- On or about June 17, 2025, Mr. Evans was gardening on the property. The Landlord alleges that the Tenant was verbally aggressive and incorrectly claimed to give legal notice and threatened to call Crime Stoppers.

On July 4, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. 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).

4. On September 24, 2025, the Landlord gave the Tenant a second N5 notice of termination, which was deemed served on September 24, 2025, with a termination date of October 31, 2025. The notice of termination contains the following allegations:

- December 16, 2024 - The landlord/property manager gave all tenants of 36 Irving Avenue notice that they would be entering all units on December 18, 2024, for inspection. Tokio tried to pressure a tenant into giving them access to their unit, so that she could be present when the landlord/property manager did the inspection. When the tenant refused her offer, she became hostile.
- February 3, 2025 – The Tenant confronted and questioned a tenant's visiting friend in the parking lot, asking who they were and why they were there. The interaction startled the visitor, who felt Tokio was behaving erratically.
- May 31, 2025- The Tenant made a public post in a neighbourhood Facebook group accusing the landlord/property manager of "ongoing pressure and illegal antics," including allegedly entering her unit illegally and "terrifying" her dog.
- July 8, 2025- The Tenant repeatedly contacted a tenant working from home during work meetings, pressuring them to check if the landlord/property manager was on the property. When the tenant declined due to work obligations, she became hostile.
- July 2025 (date unspecified)- The Tenant defamed the property manager to another tenant in an attempt to spread negative narratives.

- Throughout July 2025- The Tenant allowed her dog to urinate on the carpet outside another tenant's unit multiple times.
- August 20, 2025- The Tenant was renting out her parking spot to a Capital Cold Press employee. She confronted another tenant's partner, pressuring them to let this employee use their parking space while workers were on-site. After the tenant and partner declined and sent a follow-up message asking her to stop the interrogation and involving them in her ongoing issues with the property management, the Tenant allegedly retaliated.
- August 24, 2025 (Saturday–Sunday) - Door slamming: The Tenant repeatedly slammed the front entrance door while cursing, targeting the tenant in the front unit. Hostile encounter at front door: She bumped into a tenant and her partner (both Black), cursed at them, muttered a racial slur under her breath, then stomped upstairs and slammed her door. Bike shed sabotage: The Tenant placed nails and broken glass around another tenant's bicycle in an apparent attempt to puncture the tires. Compost bin harassment: She moved the compost bin—containing her dog's feces and wasps—directly beside a tenant's outdoor seating area.
- Mid-September 2024 – Present -The Tenant routinely confronts a tenant and their partner whenever they are outside, using these encounters to complain about the landlord, property manager, and property conditions. She regularly pressures this tenant to raise issues with management despite the tenant having no concerns and clearly stating they do not want to be involved.

The Landlord's Evidence

5. The Landlord's first witness was David Aston. He testified that he has been the property manager for the residential complex at 36 Irving Avenue since January 1, 2025. His responsibilities include tenant relations, compliance with the Residential Tenancies Act, rent collection, and coordination of maintenance.
6. Mr. Aston testified that when he assumed management of the property, the owner, Tom Evans, provided him with a substantial file documenting prior interactions with the Tenant, which Mr. Aston described as involving numerous altercations and disputes regarding the owner's presence on the property.
7. He testified regarding the events in the first N5, including a lawful inspection scheduled for May 28, 2025, following concerns about potential bedbug activity. He testified that the Tenant was provided with 24 hours' written notice. He further testified that he received communications objecting to entry and asserting incorrect legal requirements, which interfered with his duties as property manager.
8. Mr. Aston testified that he observed repeated communications from the Tenant asserting that neither he nor the owner was permitted to be on the property without notice, which he explained was incorrect with respect to common areas.
9. Following service of the first N5, Mr. Aston testified that he did not observe any meaningful improvement in the Tenant's conduct. He described his own interactions with the Tenant

as professional and calm but testified that the Tenant's communications remained aggressive in tone.

10. Mr. Aston testified that he received complaints from another tenant, Tanisha Dunham, regarding the Tenant's conduct. He clarified that aside from Ms. Dunham, no other tenants reported concerns regarding their reasonable enjoyment.
11. With respect to accommodation, Mr. Aston testified that he received correspondence indicating the Tenant required accommodation relating to inspections. He testified that he acknowledged the request and proposed that the Tenant temporarily vacate the unit during inspections, which he considered a reasonable accommodation.
12. Mr. Morris cross examined Mr. Aston on the evidence presented.
13. During cross-examination, Mr. Aston confirmed that the allegations contained in Schedule "A" of the second N5 originated from emails authored by Ms. Dunham and that he did not edit their content. He further acknowledged sending a December 2024 email to tenants regarding parking arrangements.
14. The Landlord's next witness was Tom Evans. He testified that he is the owner of the six-unit residential complex and managed the property personally until early 2025, when he retained Mr. Aston.
15. Mr. Evans testified that he was lawfully present on the property while performing maintenance and gardening tasks. He stated that beginning in 2023 and continuing into 2025, the Tenant repeatedly confronted him while he was on the property, asserting that he was not permitted to be there and demanding that he leave.
16. He testified that during the relevant incidents in 2025, the Tenant approached him at proximity while he was gardening, repeatedly told him to leave, and persisted for approximately 10–15 minutes at a time. He described these interactions as distressing and anxiety-inducing.
17. Mr. Evans testified that on one occasion the Tenant threatened to call Crime Stoppers. He stated that he did not understand the basis for this threat and found the interaction unsettling.
18. Lastly, he testified that although he continued performing his work, the repeated confrontations interfered with his ability to carry out his responsibilities comfortably and caused him significant emotional distress.
19. No Cross-examination questions.
20. The Landlord next witness was Tanisha Dunham. She testified that she has resided at the property since the fall of 2024 and lives alone in a ground-floor unit near the main entrance.
21. Ms. Dunham testified that from the outset of her tenancy, the Tenant frequently stopped her in common areas to complain about the landlord, the property manager, and the condition of the property. She testified that these interactions were unsolicited and persistent. She stated that she attempted to remain cordial in order to avoid conflict and to go about her daily activities without confrontation.

22. Ms. Dunham testified that matters escalated significantly in August 2025, following her refusal to permit use of her parking space. She testified that after setting boundaries, the Tenant ceased direct conversation but engaged in conduct she perceived as intimidating, including loud door slamming and cursing near the front entrance.
23. She testified that on August 24, 2025, the Tenant engaged in repeated door slamming and shouting, which Ms. Dunham testified she believed was intended to intimidate her as the front-unit occupant. She discovered nails and broken glass placed around her bicycle and believed this was intended to damage her property.
24. Lastly, Ms. Dunham testified that the Tenant moved the compost bins around the porch area beside her outdoor seating area.
25. During cross-examination, Ms. Dunham testified regarding the allegation that nails, and broken glass were placed near her bicycle tires. She confirmed that she did not see the Tenant place the objects, did not observe the Tenant in the bike shed at the relevant time, and acknowledged that her conclusion that the Tenant was responsible was an inference rather than direct observation.
26. Ms. Dunham further confirmed that her bicycle tires had not been punctured, as she noticed the objects before any damage occurred and removed them herself.
27. When asked to clarify the allegation that the Tenant muttered a racial slur on August 24, 2025, Ms. Dunham testified that she personally heard the words spoken while the Tenant was turning away. She clarified that although the allegation was described as “under her breath,” she nonetheless heard the words distinctly. She acknowledged that her initial email to the landlord described her belief that she heard the slur, rather than asserting absolute certainty.
28. With respect to the allegation involving the compost bin, Ms. Dunham testified that her outdoor seating area consisted of furniture placed throughout the front porch. She was unable to clearly delineate the precise boundary between her exclusive use area and common space, stating that she understood the porch to be part of her unit based on information provided when she moved in.

The Tenant's Evidence

29. The Tenant Marinell Tokyo testified. Her stated that her interactions with the landlord and property manager were limited to requests for repairs and accommodation, and that she actively attempted to avoid contact, including altering her routines to avoid encounters.
30. With respect to the Crime Stoppers allegation, the Tenant testified that the reference arose in the context of researching lawful disposal of invasive plant species and was not a threat directed at the landlord.
31. She testified that she had a previously positive and reciprocal relationship with Ms. Dunham, supported by text communications and neighbourly assistance, including caring for pets, facilitating access to the building, and assisting with property transactions.
32. The Tenant denied slamming doors, using racial slurs, placing objects near a bicycle, or intentionally moving a compost bin to interfere with another tenant's enjoyment. She

testified that when the compost bin was moved, it was placed temporarily in what she understood to be a common area, and that its usual location was closer to the seating area than where she placed it.

33. She testified regarding her autism diagnosis and described difficulties with social processing, communication under stress, and fear of being misunderstood. She testified that she values harmony, avoids confrontation, and would not knowingly jeopardize her housing.
34. The Tenant acknowledged moving the compost bin at some point but was unable to confirm the specific date alleged. She denied any retaliatory motive.
35. The Landlord's Legal Representative Mr., Gagne cross-examined the Tenant on the evidence presented.
36. The Tenant denied all allegations of harassment, intimidation, or interference with other tenants. Specifically, the Tenant denied harassing Ms. Dunham at any time, approaching Ms. Dunham after being asked to stop, confronting Ms. Dunham in common areas, engaging in any physical contact, and kicking the recycling bins.
37. The Tenant acknowledged that she moved recycling bins, explaining that she does so as part of caring for her dog and maintaining the area, and denied any malicious or retaliatory intent.
38. In response to questioning about her relationship with Ms. Dunham, the Tenant testified that she believed they had a genuine friendship, citing examples including:
 - lending personal items.
 - discussions about shared activities such as a backyard barbeque.
 - neighbourly assistance involving pets, packages, and building access.
 - interactions involving Ms. Dunham's partner, including assistance with the Tenant's bicycle.
39. Mr. Gagne put to the Tenant that these interactions amounted only to politeness or civility. The Tenant disagreed, maintaining that the interactions went beyond mere neighbourliness and reflected what she reasonably understood to be a friendship at the time. She no longer considers Ms. Dunham a friend, stating that being falsely accused of serious misconduct was incompatible with friendship.
40. When asked why she believed Ms. Dunham was testifying against her, the Tenant stated that she believed the proceedings were financially motivated and referenced a prior offer made to her to vacate the unit in exchange for compensation, which she declined.
41. The Tenant acknowledged that she has autism and confirmed that she provided medical documentation to the Board. She testified that autism affects her communication, stress response, and social interpretation, particularly in adversarial settings. She denied that she has outbursts or aggressive behaviour.
42. When questioned about the evidence chosen to be used by the Tenant. The Tenant denied "cherry-picking" evidence in a misleading manner and maintained that the text messages provided were intended to contextualize the allegations made against her.

Analysis

43. The first N5 alleged:

- interference with a lawful entry,
- verbal aggression toward the landlord, and
- a threat to contact Crime Stoppers.

44. The evidence establishes that the Tenant raised objections to the landlord's conduct and referenced Crime Stoppers in the context of what she believed may have been unlawful or environmentally improper activity.

45. I accept the Tenant's testimony that these interactions arose from her attempt to assert or understand her legal rights, rather than an intent to harass. The Landlord did not establish that the Tenant's conduct was abusive, threatening, or persistent beyond ordinary disagreement.

46. Referencing Crime Stoppers, without more, does not constitute harassment. It is not unlawful for a tenant to state an intention to contact an authority where they believe wrongdoing may exist.

47. The Board finds that the Landlord has not proven, on a balance of probabilities, that the conduct alleged in the first N5 amounts to substantial interference or harassment.

48. Accordingly, the first N5 fails on the merits.

49. The second N5 – August 20-24, 2025, allegations.

August 20 – Parking Interaction

50. The evidence establishes that the Tenant raised a question regarding a parking arrangement and was told "no." The interaction ended there.

51. There is no persuasive evidence that this interaction was hostile, threatening, or part of a pattern of harassment. The allegation that later events were retaliatory is speculative and unsupported by direct evidence.

52. This allegation does not meet the threshold for harassment or substantial interference.

August 24 – Door Slamming and Cursing

53. Ms. Dunham testified that the Tenant slammed doors and cursed in a manner that impacted her.

54. I find that, even if accepted, isolated door slamming or use of profanity—without evidence of repetition, targeting, or intent—falls within the realm of ordinary residential friction, particularly in a multi-unit building.

55. The Landlord has not established the frequency, duration, or severity required to elevate this allegation to substantial interference.

August 24 – Alleged Racial Slur

56. The allegation that the Tenant muttered a racial slur is serious and, if proven, could support termination.
57. However, I must assess the reliability of the evidence. Ms. Dunham acknowledged that she believed she heard the slur, that it was muttered under the breath, and that her initial report reflected uncertainty.
58. There is no corroboration, no contemporaneous recording, and the Tenant has categorically denied the allegation.
59. Given the seriousness of the allegation and the consequences flowing from it, I find that the Landlord has not met the balance of probabilities standard. The evidence is insufficiently certain to support a finding of harassment.

August 24 – Nails and Broken Glass Near Bicycle

60. Ms. Dunham testified that she did not see the Tenant place nails or glass near her bicycle and inferred responsibility.
61. No damage occurred. The objects were removed, and the bicycle was not punctured.
62. The Board places little weight on this allegation. It is based on inference, not direct evidence, and the presence of such items in a shared shed is not inherently indicative of targeted misconduct.
63. This allegation is speculative and does not support eviction.

August 24 – Compost Bin Placement

64. The evidence regarding the compost bin demonstrates a dispute over the use of a porch area that was not clearly defined as exclusive or common space.
65. The Tenant acknowledged moving the bin temporarily and provided a non-retaliatory explanation.
66. I find that this incident reflects a neighbour dispute or misunderstanding, not harassment or substantial interference.
67. For all the reasons given above, The Landlord has not proven, on a balance of probabilities, that the Tenant substantially interfered with the reasonable enjoyment of the residential complex or harassed another tenant.

It is ordered that:

1. The Landlord's application is dismissed.

April 7, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.