



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

File Number: LTB-L-097531-25

In the matter of: 104, 110 Fourth Street
RAINY RIVER ON P0W1L0

Between: Rainy River District Social Services Administration Board Landlord

And

Thomas Myers Tenant

Rainy River District Social Services Administration Board (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Myers (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 24, 2026.

Only the Landlord's agent, Sarah DeGagne, attended the hearing.

As of 11:09 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.
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 17, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination ("first N5 notice"), with the termination date of November 14, 2025. The first N5

notice states the Tenant had been substantially interfering with the Landlord or other tenants reasonable enjoyment of the rental unit from August 2025 to October 16, 2025 by having loud parties, smoking marijuana, doing drugs, and intimidating other tenants in the residential complex. 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 November 12, 2025, the Landlord gave the Tenant a second N5 notice of termination ("second N5 notice"), with the termination date of December 05, 2025. The notice of termination contains the following allegations: the Tenant has substantially interfered with the Landlord and other tenants reasonable enjoyment of the rental unit or residential complex by partying into the early morning hours on November 6, 2025 and disturbing other tenants on November 9, 2025.
5. The Landlord testified that on November 6, 2025, the Tenant had a party in the rental unit that went on until 3:00 a.m. The Landlord was informed by their employee that doors were constantly heard being slammed and voices heard throughout the first floor – the same floor the Tenant resides on.
6. The Tenant or a person permitted in the residential complex by the Tenant has substantially interfered with the reasonable enjoyment of other tenants in the residential complex. The Landlord further testified that on November 10, 2025, the Landlord received a complaint from an employee of the Landlord, Jennifer Molodouch, which was dated for November 9, 2025. The complaint states that on November 9, 2025, the Tenant had a party and guests were intoxicated and disturbing other tenants in the residential complex through excessive noise being made. The Landlord has informed the Tenant on numerous occasions that this type of conduct is not acceptable. The Landlord adduced evidence at the hearing, in the form of complaint letters provided to the Tenant, that supports this has been a reoccurring issue with the Tenant.
7. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.

Daily compensation, NSF charges, rent deposit

8. Based on the monthly rent, the daily compensation is \$6.08. This amount is calculated as follows: \$185.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

Relief from eviction

11. 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.

12. Since the filing the application, the issue has remained ongoing with the Tenant. Specifically, on November 19, 2025, the Landlord received another complaint from another tenant in the residential complex regarding the Tenant's behaviour. A copy of this complaint form was submitted into evidence at the hearing and it supports the Landlord's position. On November 23, 2025, the Tenant was making another tenant in the residential complex uncomfortable in the common room and that tenant filed a complaint with the Landlord. A copy of this complaint form was adduced into evidence by the Landlord and it supported that another tenant felt harassed by the Tenant. The Tenant's behaviour continued into January 2026, in which the Landlord received another complaint form from another tenant in the residential complex. A copy of this complaint form was also submitted into evidence and it supports the Landlord's claim that another tenant in the residential complex felt uncomfortable as a result of the Tenant's actions.

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 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$6.08 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Vishal Nanda
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 31, 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.