



Order under Section 69 Residential Tenancies Act, 2006

Citation: VLAHOS TRAILER PARK v MACDONALD, 2026 ONLTB 27867

Date: 2026-04-09

File Number: LTB-L-002918-26

In the matter of: LOT 4, 21469 HIGHWAY 48
MOUNT ALBERT ON L0G1M0

Between: VLAHOS TRAILER PARK Landlord

And

GREG MACDONALD Tenants
MICHELLE MACDONALD

VLAHOS TRAILER PARK (the 'Landlord') applied for an order to terminate the tenancy and evict GREG MACDONALD and MICHELLE MACDONALD (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 31, 2026.

The Landlord Julie Vlahos, the Landlord's witness Stuart Barnes, the Landlord's legal representative Donna Wood and her legal representative Adam Blacklock, the first named Tenant and the Tenants' legal representative Ali Golabgir attended the hearing.

Determinations:

Preliminary Issues:

1. The matter was first called at 9:56 am, the Tenants were not present and their representative was unaware of the circumstances. Several preliminary issues were addressed and the matter was stood down at 10:18 am to allow the Tenants' representative to contact his clients. The matter resumed at 11:17 am and the Tenant, Greg MacDonald (GM) joined the hearing.

The Role of Donna Wood

2. The Tenants' representative said that Donna Wood (DW) had been summonsed by the Tenants with respect to a letter/package she served to the Tenants and the contents of the letter/package must be addressed. The issue relates to the hiring of the process server to deliver the January 28, 2025 letter to the Tenants. The Tenants representative states that the Tenants believe that the Landlord attempted to set up the male Tenant to engage in a criminal act and the Landlord's witness may have participated in assisting the Landlord.
3. Adam Blacklock (AB) participated at this hearing as DW's legal representative for the purpose of this preliminary issue. He said that DW was not involved in the service of the letter/package to the Tenants and there is no relevancy to the Tenants' summons. DW also confirmed that she was not involved in the service of the letter/package.
4. The Tenants' representative accepted the representatives' submissions and the matter proceeded. AB had no further role at the hearing.

Multiple Notices

5. The Tenants' representative requested the N7 notice be dismissed as a result of confusion related to multiple notices served by the Landlord. The representative relied on *Ball v. Metro Capital Property*, (2002), O.J. No. 5931 to support this position.
6. The Tenant stated that they were served various notices of termination and found this to be confusing as one notice said they could correct their behaviour while the other was not voidable. The Tenant said they received an N7 notice and was unsure if the other notice was an N5 or an N4 notice. He believed one may have been for arrears of rent and the other relates to claims of assault.
7. The Tenant said that he is not allowed to speak with the Landlord as per a court order and he did not contact the Landlord's representative nor his own to clarify any confusion he may have had related to the notices.
8. In my view, the Tenant failed to take any reasonable steps to clarify any confusion he may have had related to the notices. I note, that be believed that one notice related to a payment of money and the other to claims of assault. The claims are distinctly different in the notices and I fail to see any confusion that may have resulted from the different notices and different allegations. I understand that there are circumstances where a voidable and non voidable notice related to the same allegations may be confusion for a tenant but this is not the circumstance described by the Tenant. This claim is therefore denied.

The N7 Allegations

9. At the onset of the hearing, I explained to the parties that in order to be successful on this ground, the Landlord must establish that the effect of the Tenant's/occupant's/guest's actions threatens or has threatened the well-being or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others and this conduct occurred at the residential complex.

10. I also explained that an N7 notice of termination is for short notice termination, with no opportunity for the Tenant to rectify the issues. This type of application is given priority eviction by the Sheriff. I believe the legislature intended to reserve this application for the most serious of situations
11. To summarize, the relevant sections of the *Residential Tenancies Act, 2006* (the 'Act'), s. 43(2), s.66(1) and the Divisional Court's Decision in *Ball v. Metro Capital Property*, (2002), O.J. No. 5931, a notice of termination must set out reasons and details respecting the termination.
12. The N7 notice served to the Tenants described that on March 6, 2025:
- the Tenant physically assaulted another tenant.
 - Criminal charges against the male Tenant related to harassment and assault.
13. In *Ball v. Metro Capital Property*, the Divisional Court pronounced that applications must provide sufficient detail to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met. The Court went on to state that the various purposes for requiring a party to provide reasons and details include the responding party's need "to know the specific allegations made so that she/he can be in a position to know the case that must be met; to decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission..."
14. I find that the portion of the N7 notice pertaining to the criminal charges is invalid as it does not provide the required level of detail. The N7 notice does not give any information as to when these offenses occurred, where they occurred or a detailed description of what occurred. There is also no detail in the N7 notice explaining how these incidents rose to the level of impairing the safety of another person at the residential complex.
15. This left the allegation related to the physical altercation that occurred on March 6, 2025. The Landlord confirmed this occurred at the residential complex although not specified in the N7 notice.
16. The Landlord's representative opted to proceed with the N7 notice, limited to this ground.

The N7 Notice – Serious Impairment of Safety

17. The rental unit is a trailer in a trailer park.
18. The Tenants are in possession of the rental unit.
19. The Landlord's representative called Stuart Barnes (SB) to testify to the events of March 6, 2025. SB is also a tenant at the trailer park
20. SB said that he was asked by the Landlord to deliver a package to the Tenants. He went to their trailer, knocked and asked the female Tenant to speak with GM. When GM came out of the trailer, SB handed him the envelop which he opened and tossed to a table. GM

shoved him, hit him in the throat with his right hand and raised his left hand like he would hit him. He left and called the Police. The Police came and charges were laid against GM.

21. During cross examination, the Tenants' representative challenged a number of claims made by SB, specific to his role in serving the documents, his choice of asking for GM when it would have been sufficient to serve the female Tenant. Ultimately the Tenants' representative raised credibility issues and SB's role in working with the Landlord in eviction efforts.
22. During cross examination SB testified that at no time did he feel his safety was at risk by the actions of BM.
23. At this point, the Tenants' representative believed there was no reason to continue with the hearing as there was no evidence that GM seriously impaired the safety of SB as alleged in the N7 notice.
24. I turned my mind to the SB's statements and overall demeanour and do not find he was confused by the question related to his safety. I am satisfied that SB did not feel his safety was at risk on March 6, 2025.
25. The Landlord then sought to withdraw the application.
26. As per s.200(4) of the Act, I declined the Landlord's request to withdraw the application at this late stage. In my view, the Landlord failed to meet the burden of proof to support the N7 eviction notice. The Landlord should not be afforded an opportunity to perfect their claims having failed to do so at the original hearing.

Analysis

27. Section 66 of the Act provides that a landlord may give a tenant notice of termination of the tenancy if, an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person and the act or omission occurs in the residential complex.
28. The Landlord's sole witness testified that he did not feel his safety was in jeopardy on March 6, 2025.
29. Based on SB's submissions and the totality of evidence led by the Landlord, I find that the Landlord has not led sufficient evidence to meet the *prima facie* burden and there was no reason to proceed with hearing the Tenants' evidence. The Landlord's application shall be dismissed.

The Requests for Costs

30. To summarize, the Tenants' representative seeks costs related to his preparation time and hearing time for one hour in the amount of \$350.00. He believes this application should not have been brought before the Board. He said he has successfully represented other tenants at this trailer park and the Landlord's overall behaviour is unreasonable.

31. To summarize, the Landlord's representative requests costs related to the summons and time spent at this hearing, waiting for the Tenant to arrive.
32. For clarity, the matter was called at 9:56 am, where various preliminary issues were addressed. I stood the matter down at 10:18 am for the anticipated arrival of the Tenants. I returned to the matter, at my own choosing and based on the docket at 11:17 am and the matter concluded shortly after noon.
33. As per Guideline 3, generally fees relate to time spent at the hearing by a party's legal representative are considered. However, in some cases, further costs for preparation time may be allowed if the unreasonable conduct led to the need for the party's legal representative to spend additional time preparing for the hearing.
34. Based on the submissions of the parties, I am using my discretion not to award either party costs related to this hearing.
35. The Landlord was within their right to file an application related to this tenancy. While they may have been unsuccessful with their application, there is no evidence before me that the filing of this application was inappropriate. As for the summons request, if the Tenants' representative believed that DW played some role with the service of the letter in question, appropriate steps were taken to be considered at the hearing.
36. As for the Tenant's late arrival, the preliminary issues were addressed in a productive manner. The anticipated arrival of the Tenant did not have any influence as to the timing of it returning before me. It was my choice to bring the matter back when I did based on the other matters scheduled.
37. Additionally, the Landlord representative's behaviour did not lead to any further delay from 11:17 am to the conclusion of the matter. The ultimate outcome was a result of lack of evidence, not behavioural or delay. The Tenant representative's time was spent doing exactly what he was expected to do, represent his clients.
38. While I acknowledge the frustration between the parties' representatives, I see no reason to award costs in this circumstance.
39. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.

April 9, 2026
Date Issued

Dana Wren
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.