



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gawrys v Radzevicius, 2026 ONLTB 27992

Date: 2026-04-09

File Number: LTB-L-094908-25

In the matter of: 309, 205 KEELE ST
TORONTO ON M6P2K1

Between: Christopher Gawrys Landlord

And

Linas Radzevicius Tenant

Christopher Gawrys (the 'Landlord') applied for an order to terminate the tenancy and evict Linas Radzevicius (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.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy however, in the circumstances a conditional order is appropriate.
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 September 23, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of October 13, 2025. The Landlord's first N5 notice alleges that on September 20, 2025, a guest of the Tenant was screaming and yelling resulting in the police being called. 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 October 31, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of November 15, 2025. The notice of termination contains the allegation that on October 28, 2025, a guest of the Tenant was screaming and yelling at 1:20 a.m. This disturbed the Landlord and other tenants.

Landlord's Evidence

Christopher Gawrys

5. The Landlord Christopher Gawrys (CG) testified that he has owed the residential complex since 1988, and the Tenant has resided there for 17-20 years.
6. CG gave evidence that he lives in the residential complex and on October 28, 2025, he heard commotion in the hallways at approximately 1:00 a.m. CG testified that he heard a lot of yelling and screaming and received noise complaints from other tenants who live in the residential complex.
7. The Landlord's evidence is that he was awakened by the noise and came out of his unit approximately 20 minutes later to find everything was quiet.

Peter Chikowski

8. Peter Chikowski (PC) is a tenant of the residential complex, and his rental unit is located beside the Tenant's unit.
9. PC's evidence is that he recalls the incident on October 28, 2025, and testified that there was a lot of yelling and movement in the Tenant's rental unit resulting in police being called by his wife. PC and his wife were in their rental unit and heard slamming and shouting from the unit next door describing the noise as "sounding violent" and "significantly loud".

Tenant's Evidence

10. The Tenant did not dispute the allegations and agreed that the Landlord's evidence was truthful. The Tenant testified that the issues arose because of a turbulent relationship that has since ended.

Analysis

11. The Tenant or a person permitted in the residential complex by the Tenant was yelling and screaming on October 28, 2025, in the late evening or early morning hours. This woke the Landlord and disturbed other tenants in the residential complex.
12. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.

Costs

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

14. CG testified that since the incident on October 28, 2025, there have been two subsequent incidents on December 17, 2025, and February 3, 2026.
15. CG gave evidence that on December 17, 2025, there was banging, slamming doors and loud noises in the hallway. CG went to the door of the Tenant's unit and the Tenant's girlfriend answered the door. CG's evidence is that the Tenant's girlfriend was intoxicated and slammed the door.
16. On February 3, 2026, the police were called because a woman could be heard screaming "rape", which resulted in the Tenant's guest being arrested.
17. CG testified that he told the Tenant to apologize to the other tenants in the residential complex and that despite assurances from the Tenant that his guest would not return, an incident with the Tenant's guest occurred on February 3, 2026.
18. PC gave evidence that these incidents have caused disrupted sleep and concern that there is violence occurring in the unit beside his own.
19. PC acknowledged on cross examination that the Tenant did apologize but did not feel it was genuine since the subsequent recurrence on February 3. PC also acknowledged that he does not personally feel unsafe but still has concerns.
20. The Tenant did not dispute CG or PC's testimony in relation to the subsequent incidents but explained that his former girlfriend had PTSD and would have unpredictable outbursts.
21. The Tenant's evidence is that after an outburst his girlfriend would apologize, and he would reconcile with her.
22. The Tenant testified unequivocally that "she is out of my life", giving evidence that his former girlfriend has a Court order to not come to the building or "within 200 meters". The Tenant stressed that he has a "Court restriction", will not see her again, and it was not him that was causing the issue.
23. The Tenant testified that he has been charged with assault against his guest twice and was arrested because of the no contact restrictions. The Tenant did not submit documentary evidence to corroborate his testimony in relation to any no contact orders or criminal proceedings.
24. The Tenant's evidence is that the first arrest took place on September 20, 2025, and a no contact order was breached resulting in a "Fail to Comply" charge being laid. The Tenant testified that he has a GPS monitor that forces him to comply with release conditions, his guest no longer has keys, and after two assault charges he has no interest in continuing a relationship with his former girlfriend.
25. During the hearing, the Tenant expressed remorse and made comments such as, "She destroyed my life. I paid my price and learned my lesson", "I live here for 20 years in peace and never caused a problem", "She's out of my life", "I'm sorry, I'm a peaceful hardworking guy. It wasn't me causing the problem and she's gone."

26. In relation to the current status of his relationship the Tenant testified that, "I'm upset myself with her. I won't see her again. I don't want her to come back. She cannot come back here. I took her keys."
27. The Tenant showed sincere remorse at the hearing, and it was undisputed that the Tenant apologized to other tenants in the residential complex. The Tenant's evidence is that his romantic involvement caused him to act irrationally and continue to engage with his guest that was causing issues.
28. Ordinarily, the subsequent issue on February 3, 2026, would be sufficient to find termination of the tenancy is appropriate since it shows that the Tenant appears unable to sever his relationship with the individual causing the disturbances.
29. Despite this, I find a conditional order is appropriate in the circumstances. The Tenant's evidence is that the issue on February 3 was because he was permitting his guest to retrieve belongings and his guest became upset.
30. It is reasonable to conclude that since this incident occurred while the Tenant's guest was supposed to be retrieving property, this is one more indication that the Tenant has severed his relationship with the individual responsible for the disturbances.
31. The Tenant has lived in the residential complex for approximately 20 years and gave repeated assurances that his guest is not permitted to return. I am satisfied it is appropriate that a conditional order be issued to provide the Tenant with an opportunity to preserve the tenancy.
32. Further, this order will require the Tenant not to permit his guest back into the residential complex, and the Landlord will have recourse pursuant to section 78 if the Tenant fails to comply with this condition. I find there is even greater likelihood of compliance on the part of the Tenant given the concurrent Court orders/conditions.
33. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - a. For the duration of the tenancy, the Tenant shall not permit Heather Laikem into the rental unit, or on the property of the residential complex except in accordance with paragraph b. below.
 - b. The Tenant may make any necessary arrangements, in accordance with any bail or release conditions, Court orders, or probation orders, to permit Heather Laikem one opportunity to retrieve property from the rental unit either in the presence of law enforcement or through a third party.

- c. The Tenant shall promptly inform the Landlord of the arrangements for Heather Laikem to retrieve property. Providing the Tenant advises the Landlord of the date and arrangements for Heather Laikem to retrieve property, this will not constitute a breach of the conditions of this order.
 - d. For the duration of the tenancy, the Tenant shall not permit their guests or occupants to make unreasonable or unnecessary noise that could be reasonably expected to disturb other tenants including, but not limited to, screaming and yelling.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 a., c., or d. of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$3,155.93.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026, at 4.00% annually on the balance outstanding.

April 9, 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.