



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

File Number: LTB-L-001551-26

In the matter of: 14, 346 VICTORIA ST S
AMHERSTBURG ON N9V2K6

Between: Windsor Essex Community Housing Corporation Landlord

And

Michelle Moody Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Moody (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 April 9, 2026.

Only the Landlord's representative Brandon Valley and the property manager Jamie Pisani attended the hearing.

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. The tenancy is terminated April 24, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On November 19, 2025, the Landlord gave the Tenant an N5 notice of termination alleging the Tenant substantially interfered with the reasonable enjoyment of the residential complex during the following incidents:

- September 21, 2025 at approximately 7:00PM – “you and your guest... were heard fighting and arguing at a loud volume... police attended and escorted your guest off the property”.
 - October 23, 2025 at approximately 11:00PM – “you and your guest were heard arguing, slamming doors and making excessive noise...”
 - October 28, 2025 at approximately 12:25AM and 4:00AM – “you and your guest were yelling, moving furniture and making excessive noise...”
 - November 3, 2025 at approximately 11:55PM – “you and your guest were making excessive noise”
4. The Landlord provided written complaints from neighbours to corroborate the allegations noted above (DOC-7723896 pages 3 to 8).
 5. On a first N5 notice, a tenant is given the opportunity to void the notice by correcting the behaviour or stopping the activity within seven days of being served with the notice pursuant to subsection 64(3) of the *Residential Tenancies Act, 2006* (Act). In this case, the voiding period was November 20, 2025 to November 26, 2025.
 6. The Landlord provided a written complaint from a neighbouring tenant dated November 22, 2025 complaining of hearing the Tenant and her guest yelling, screaming, crying, and banging (DOC-7723896 page 12).
 7. Based on the uncontested evidence before me, I am satisfied the Tenant did not stop the conduct or activity complained of in the N5 notice of termination during the voiding period.
 8. Furthermore, based on the uncontested evidence before me, I am satisfied the Landlord has proven on a balance of probabilities the Tenant has substantially interfered with the reasonable enjoyment of the complex for other tenants and interfered with the Landlord’s lawful rights to provide reasonable enjoyment complex to other tenants pursuant to section 22 and section 36 of the Act. Therefore, the Landlord’s application is granted.

Relief from eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Landlord requested a standard order terminating the tenancy. The continued and worsening behaviour of the Tenant substantially interferes with the other tenants who reside at the complex.
11. The Tenant did not attend to provide disclosure with respect to their circumstances that may warrant a delay or denial of eviction and the Landlord was not aware of any.

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 24, 2026.

2. If the unit is not vacated on or before April 24, 2026, then starting April 25, 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 25, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Elena Jacob
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 25, 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.