



Order under Section 69 Residential Tenancies Act, 2006

Citation: 718615 Ontario Inc. v Mullins, 2026 ONLTB 31828

Date: 2026-04-21

File Number: LTB-L-072433-25

In the matter of: 3, 2 CHURCH ST
St. Catharines ON L2R3B2

Between: 718615 Ontario Inc. Landlord

And

Troy Mullins Tenant

718615 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Troy Mullins (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 1, 2026.

The Landlord's Agent, Kimberly Pedwell, the Tenant's Legal Representative, Sinead Flarity and the Tenant attended the hearing.

Preliminary Issues:

1. The Tenant's Legal Representative submitted that due to a previous Interim Order, the only dates listed on the Landlord's N5 notice of termination that can be dealt with include dates after July 1, 2025. The previous Member determined on December 11, 2025 that "the scope of the evidence and findings in this application will be confined to allegations that are properly before the Board, meaning allegations that have not already been adjudicated in the prior proceedings and, in relation to section 68, allegations that arise after July 1, 2025."
2. Ms. Flarity stated that the only date that applied according to the Interim Order was the accusation of August 28, 2025 which was on a separate notice.
3. Ms. Pedwell agreed that the only N5 notice of termination dated August 29, 2025 was the only matter that could be heard today.

Determinations:

4. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. For clarity purposes, the Landlord had served a previous N5 notice of termination which included dates preceding July 1, 2025 and those dates had previously been dealt with in two other Landlord applications. As such, only one N5 notice can be used.
7. On August 29, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date with termination date of September 30, 2025. The notice of termination contains the following allegations: On August 28, 2025 at 11 a.m. and 3 p.m., the Landlord was harassed and interfered by the Tenant's actions and the Tenant damaged the exterior of the building.
8. The Landlord's Agent, Kimberley Pedwell stated that she is the Manager of the building for the Landlord and the building includes two basement apartments, a vacant, main floor office and 2, 1-bedroom apartments on the second floor with another vacant office.
9. Ms. Pedwell stated that on August 28, 2025, she was in another basement unit cleaning and that she was trying to be quiet. She stated that she heard Mr. Mullins yelling, screaming and he began calling her names. She said that he was digging up the next door neighbour's property without his permission and he was throwing all of the dirt on her property. She stated that he was making a terrible mess that she would have to clean it up. She also stated that the Tenant left the emergency door unlocked twice on that day.
10. Ms. Pedwell also stated that she did not ask the Tenant to do any digging or outside work for her.
11. In cross-examination, Ms. Pedwell was asked to confirm that she had been issued an Order to Comply from the municipal by-law department. Ms. Pedwell confirmed that she had and that her contractor was working with the city to resolve that issue.
12. The Tenant stated that he moved into the rental unit in September of 2020 and that he resides in one of the basement units. He stated that there had been flooding in the basement in April of 2025 and it flooded into his apartment. He stated that because of the trenches that he dug beside the building, he has been able to divert the flood waters from coming into his apartment twice.
13. The Tenant stated that by-law came to the building in April of 2025 at the time of the first flood and they gave the Landlord an Order to Comply. Mr. Mullins stated that on August 28, 2025, he had been watching the weather network and knew that they were going to get a lot of rain. He stated that he has permission from the next door neighbour to dig a trench under the fence (between the properties) to try to divert the water to the road rather than into his apartment.
14. Mr. Mullins stated that he dug the trench for hours in the pouring rain to try to prevent a flood in his basement apartment. He said that he did not yell at the Landlord or call her

names. He was very busy working and he believed that he suffered from hypothermia that day. He does not remember leaving any door unlocked.

Analysis

15. Section 64 of the *Residential Tenancies Act*, 2006 (the “Act”) states that: A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.”
16. This is the Landlord’s case to prove and I am not convinced that the Landlord’s Agent’s version of events was more believable than the Tenant’s version. Ms. Pedwell provided very few details of the August 28, 2025 date, she neglected to advise the Board that there was indeed a municipal infraction on the property and she provided no recording or other corroborating evidence to support her claim that the Tenant was threatening her. Further Ms. Pedwell did not provide any pictures of the alleged damage done to the Landlord’s building.
17. The Tenant provided many details and provided additional information regarding the city by-law order. He also described how he himself was working to prevent any damage to the rental building by digging a trench to divert the water. The Tenant’s actions seemed reasonable in the situation and they certainly assisted the Landlord by trying to protect the basement units which is not the Tenant’s responsibility.
18. I am not satisfied that the Tenant threatened or harassed the Landlord’s Agent or that he damaged the Landlord’s property.

It is ordered that:

1. The Landlord’s application is dismissed.

April 21, 2026
Date Issued

Carrie Bertrand
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.