



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

**Citation:** Seidman v Rodney, 2026 ONLTB 33569

**Date:** 2026-04-29

**File Number:** LTB-L-026666-26

**In the matter of:** UNIT107, 295 CUNDLES RD E  
BARRIE ON L4M0K8

**Between:** Rose Seidman Landlord

**And**

Jeremy Rodney Tenant

Rose Seidman (the 'Landlord') applied for an order to terminate the tenancy and evict Jeremy Rodney (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant 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 Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 22, 2026.

Only the Landlord and the Landlord's legal representative, Robert Barber ('RB'), attended the hearing.

As of 9:30 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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 24, 2026, the Landlord gave the Tenant an N6 notice of termination and an N7 notice of termination deemed served on March 25, 2026. Both notices of termination contain the following allegations:
  - a) On December 15, 2025 the police executed a search warrant at the rental unit and found a loaded handgun. The Landlord alleges the Tenant is not licensed to possess this weapon, it was not stored properly, the ammunition was not stored properly, and the weapon was possessed for a dangerous purpose.
4. As the Court of Appeal for Ontario has observed, N6 notices of termination alleging illegal acts, given under section 61 of the *Residential Tenancies Act, 2006* (the 'Act'), contain no curative provision, as opposed to notices of termination given under sections 62, 64, or 67 of the Act, which provide the tenant with the opportunity to void the notice of termination.
5. To justify the termination of a tenancy pursuant to a notice of termination alleging an illegal act, the illegal act must therefore be serious. "Trivial illegality does not warrant termination":

"Unless the offence has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants, the landlord in my view does not have the right to evict".

*Samuel Property Management Ltd. V. Nicholson*, 2002 CanLII 45065 (ON CA), para 29

6. Like notice of termination under section 61, N7 notices alleging a serious impairment of safety under section 66 of the Act contain no curative provision. As the explicit wording of the Act states, to warrant termination of a tenancy, an impairment of safety must be serious. The notice period for this type of notice is also short: see s. 66, *Residential Tenancies Act, 2006*.
7. N7 notices are "... reserved for cases involving "weighty, grave, or momentous conduct' involving the actual impairment of safety or a *real risk* of impairment of safety" [emphasis in original]: *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264 (CanLII), para 12.
8. It is not necessary that a person has actually been hurt or injured, and a serious impairment of safety may include:
  - (i) the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
  - (ii) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
  - (iii) extremely loud and intense arguments could easily result in violence and would be a safety hazard.

*Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), para 17.

6. There were originally two tenants named on the lease. The Tenant and Jessica Brasil ('JB') were both named as tenants on the tenancy agreement, which commenced on December 1, 2025 (DOC-7777311, p. 3). Just two days later, on December 3, 2025, the Landlord received a text message from JB saying that she no longer lived at the rental unit (DOC-7777311, p. 29).
7. The Landlord then spoke with JB on the phone, and JB told the Landlord that she moved out because the Tenant had beaten and threatened to kill her. The Landlord believed that JB had experienced domestic violence and abuse.
8. In substance, JB's notice to and communication with the Landlord amounted to a notice of termination of JB's interest in the joint tenancy pursuant to ss. 47.2 of the Act. While these communications did not strictly comply with the requirements set out in ss. 47.2(4), I find this notice to have been substantially compliant with the Act pursuant to ss. 202 and 212 of the Act. I find that JB's interest in the joint tenancy terminated on December 31, 2025, 28 days after she sent the Landlord the text message: see ss. 47.2(3), *Residential Tenancies Act*, 2006.
9. The Landlord received a phone call from police on December 15, 2025 to inform her that a search warrant was executed on that date at the rental unit. Police gave the Landlord a copy of the search warrant (DOC-7777311, pp. 35-41).
10. The Landlord presented as evidence a sworn will say statement from a police officer who was present when the search warrant was executed. RB said the officer was on standby to give evidence, but given that the Tenant was not present to cross-examine the officer and the statement is sworn, I accepted the sworn statement as evidence.
11. On the basis of the sworn statement of the officer, I find that he investigated a domestic dispute at the rental unit that occurred on December 9, 2025. As a result of this investigation, the Tenant was charged under the *Criminal Code* with assault (x2), assault with a weapon, assault causing bodily harm, uttering death threats (x2), forcible confinement, and (under the *Controlled Drugs and Substances Act* (the 'CDSA')), possession of a Schedule I substance.
12. As the investigation continued, the officer obtained a search warrant for the rental unit. This search warrant was executed on December 15, 2025 at the unit, and based on the outcome of the search, the Tenant was charged with further offences under the *Criminal Code*, including unauthorized possession of a firearm, knowledge of unauthorized possession of a firearm, possession of a prohibited or restricted firearm with ammunition, careless storage of a firearm, prohibited device or ammunition, possession of a weapon obtained by crime, possession of a weapon contrary to prohibition order (x2), and possession of a Schedule I substance under the CDSA.
13. The Landlord presented as evidence a copy of the Information describing, among other charges, the charges against the Tenant related to the execution of the December 15, 2026 (DOC-7777311, pp. 55-62):

14. On the basis of the evidence before me, I find it is more likely than not that the Tenant kept a loaded firearm in the rental unit. I find that the Tenant did not have a registration certificate or a license to possess the firearm, and that the Tenant stored the firearm in a careless manner. The Tenant therefore committed illegal acts in the rental unit contrary to ss. 86(1), 91(1), 92(1), and 95(1) of the *Criminal Code*.
15. These are serious illegal acts that affect the character of the premises and substantially interfere with the Landlord's lawful interests and reasonable enjoyment. Given that the firearm was loaded with ammunition and stored carelessly, I also find that the Tenant's conduct seriously impaired the safety of others in the rental unit or residential complex.
16. If the firearm were to be discharged in the rental unit, whether intentionally or not, a person could be seriously injured or killed. Storing a loaded firearm in a careless manner is a foreseeable act that could result in or may result in a serious impairment to safety.
17. The Landlord and RB were not aware of any circumstances of the Tenant that should be considered relative to whether eviction should be delayed or denied.
18. 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.
19. The Tenant was required to pay the Landlord \$1,104.64 in daily compensation for use and occupation of the rental unit for the period from April 7, 2026 to April 22, 2026.

20. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$18.49 is owing to the Tenant for the period from November 21, 2025 to April 22, 2026.
23. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

**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 May 4, 2026.
2. If the unit is not vacated on or before May 4, 2026, then starting May 5, 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 5, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,104.64, which represents compensation for the use of the unit from April 7, 2026 to April 22, 2026. Any amount paid by the Tenant for rent for this period shall be deducted from the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting April 23, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,118.49 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**April 29, 2026**

**Date Issued**

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**Mark Melchers**

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 November 5, 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.