



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-073023-25

In the matter of: MAIN, 28 CYPRESS ST
St. Catharines ON L2N4L9

Between: JUSTIN BASIL ATKINSON Landlord

And

ARISHA BERGSMA Tenant

JUSTIN BASIL ATKINSON (the 'Landlord') applied for an order to terminate the tenancy and evict ARISHA BERGSMA (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- 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 Landlords in a residential complex that has three or fewer residential units; (L2 Application).

These applications were heard by videoconference on March 26, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Kim Jordan.

Determinations:

Procedural History

1. The parties first came before the Board on December 16 2025 where I began to hear evidence from the Landlord with respect to their applications as well as preliminary issues before hearing the Tenant's response and section 82 claims. As there was insufficient time remaining in the hearing block, the hearing was adjourned.
2. The parties next came before the Board on February 5, 2026 but the matter was adjourned. Finally, the parties appeared before the Board on March 26, 2026 where I heard the Landlord's response to the Tenant's section 82 claims and closing submissions from the parties.

Request to Amend

3. On December 9, 2025, the Landlord filed an amended application (DOC6955922) which to include a claim under section 88.2 of the Act.
4. The Tenant confirmed receipt of the amended application.
5. As the Landlord has complied with the rules surrounding amending applications, and the Tenant confirms receipt and is prepared to respond to it, the request to amend is granted.

Preliminary Issue: Rental unit not identified on notices of termination

6. At the initial hearing, a preliminary issue was raised with respect to the N4 and N7 notice of termination. Specifically, that it failed to identify the rental unit.
7. The Landlord submits that there was never any confusion on which unit the Tenant occupied as the other unit was occupied by the Landlord. Further, the Tenant responded to the arrears and confirmed receipt of the N4. Finally, the Landlord submits the Board should apply section 212(2) of the Act and find the notice of termination substantially comply with the Act.
8. Subsection 212(2) of the Act states:

212(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

9. Based on the submissions before the Board, considering that the Landlord is the other occupant of the premises and the Tenant was present at the hearing, I find the notices of termination substantially comply with the Act pursuant to subsection 212(2) and that in finding so there is minimal prejudice to the Tenant.

L1 Application – Non-Payment of Rent

10. By way of background, this tenancy began on April 1, 2025.
11. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
15. The Tenant has paid all the arrears (\$800.00) on February 5, 2026 into the LTB in trust as well as the rent for January – March 2026.

16. The Landlord seeks that the funds being held in trust by the LTB be released to the Landlord.

Tenant's Section 82 claims (DOC-7000066)

17. The Tenant's claims constitute the following:

- a) Multiple noise complaints since the start of the tenancy;
- b) Harassment in January 2025;
- c) Withholding utilities between October 2-27, 2025; and
- d) An incident of vandalism in April 2025.

18. As the claim for harassment falls outside the start of the tenancy, and cannot be governed under the *Residential Tenancies Act, 2006*, this claim must be dismissed.

19. With respect to the noise complaints, it appears that the dates of the specific incidents have not been provided. The purpose of providing these details, which are a requirement on the form filed by the Tenant and are reinforced in jurisprudence, is to allow the respondent to know the case they have to defend. Even if the noise complaints are occurring on a daily basis, the particulars have not been provided as to the nature of the noise disturbances. I find simply articulating that there were noise incidents since the start of the tenancy constitutes insufficient particulars and therefore this claim must be dismissed.

20. With respect to the withholding of utilities, the Tenant testified that on October 2, 2025, the Landlord removed the fuse from the furnace resulting in no heat in the rental unit; when she asked him to turn the heat on, he declined. So, the Tenant testified that she contacted by-law, and the heat was turned on October 25, 2025. The Tenant submits the impact of this on the Tenant and her family was that her children had to be removed from the home and that she had to borrow heaters from her friends to sustain the temperatures at the rental unit. On cross-examination, the Tenant confirms she was on vacation in the first two weeks of October 2025 and was not inside the rental unit.

21. Subsection 21(1) of the Act states:

21 (1) A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

22. Based on the evidence before the Board, I find the evidence is insufficient to establish that the supply of heat to the rental unit was deliberately interfered with in October 2025. I say this because while the Tenant suspects the Landlord removed the fuse from the furnace, there is no evidence before the Board such as by-law's report/order or correspondence to confirm the reason for the lack of heating in the rental unit. With respect to the impact on the Tenant and her children- that is also unclear as the Tenant's evidence was her children are with her 50% of the time and that she was on vacation (and away from the unit) for the first two weeks in October 2025. As such, this claim must also be dismissed.

23. With respect to the incident of vandalism, I find the evidence is insufficient to establish that the red substance believed to be blood found on the driveway outside the Tenant's car and on the Tenant's patio furniture belongs to the Landlord or that the Landlord intentionally and/or maliciously marked these spaces. I say this because aside from the Tenant's suspicion, and photographs of the after-effect, there is nothing tying this incident to the Landlord. Therefore, this claim is dismissed.

L2 Application – Substantial Interference

24. The Landlord's L2 application is based on a N7 notice of termination served to the Tenant on August 8, 2025 with a termination date of August 31, 2025 pursuant to subsection 65(1) of the Act.
25. It is uncontested that there are two units at the property: the Landlord resides in one unit and the Tenant resides in the other. It is also uncontested that the parties used to be romantically involved with each other until they separated, before the tenancy began.
26. The Landlord testified that on June 13, 2025, he had a friend over and they were in the backyard area when the Tenant came out and began to yell profanities, used derogatory language and engaged in slamming doors – interfering with the Landlord and their guests' quiet enjoyment of the premises.
27. With respect to the July 28, 2025 incident, the Landlord testified that when he inquired with the Tenant about payment for the utility bills through text messages, the Tenant became hostile and aggressive and began to use profanities towards the Landlord.
28. The Landlord submits he does not believe the parties can reside in the same complex and tolerate each other anymore. The Landlord seeks a termination of the tenancy and reimbursement for the utilities owed to him.
29. The Tenant does not deny the incident that took place on June 13, 2025 but explains that she was frustrated by the Landlord's behaviour from the night before and feels like the Landlord is out to get her. Similarly, the Tenant explains that the incident from July 28, 2025 was in response to being provoked by the Landlord and their constant harassing behaviour.
30. The Tenant seeks to preserve her tenancy and resolve the Landlord's applications amicably.
31. Based on the evidence before the Board, I am satisfied that the Tenant was in breach of subsection 65(1) and substantially interfered with the Landlord's reasonable enjoyment in their own home. The Tenant's explanations of being provoked by the Landlord demonstrates that the Tenant does not see an issue with the behaviour that is being complained about.
32. I do not find the circumstances warrant imposing a conditional order particularly where it appears the Tenant does not see a problem with their behaviour – in fact, the Tenant feels it's the Landlord's fault that she engaged in the behaviour complained of and should not be held accountable.

Compensation for Utility Arrears

33. As part of the Landlord's L2 application, there is a claim for unpaid utilities for electricity and heat in the amount of \$757.60. As of the hearing date, the Tenant owed \$504.00 as she had made a payment since the application was filed.
34. The parties agree, under the lease agreement, the Tenant is responsible for 50% of the utilities. The arrangement between the parties is that the Landlord has the accounts in their name, sends a copy of the bill to the Tenant and calculates their percentage; the Tenant then reimburses the Landlord for the utilities.
35. The Landlord's evidence was, the Tenant has promised payment since August 2025 but has not made any payment towards these utilities. The Tenant submits she did not pay the utilities because the Landlord did not provide her the amounts that she owed despite her requests.
36. The Tenant submits she seeks to pay the arrears in installments until it is paid in full as she does not have the financial ability to pay this amount at once; the Tenant proposes making \$100.00 installments on a monthly basis. The Tenant testified that she works part time and is receiving social assistance.
37. Based on the evidence before me, it appears to be uncontested that the utility arrears have not been paid by the Tenant and so I find the Tenant owes the Landlord \$504.00 for the utility arrears. With respect to the Tenant's request for relief, I find it unclear how the Tenant will be able to make these payments. I say this because while she testified to receiving \$2,000.00 on a monthly basis, her expenses including the rent, total \$2,770.00 so the Tenant is already overspending every month.
38. As such, I do not find it appropriate under these circumstances to award a repayment plan for the utilities.

Relief from Eviction

39. As I am terminating the tenancy based on the L2 application, the Tenant will not have the opportunity to void the order by paying the arrears.
40. As I do not find a conditional order to be appropriate under the circumstances, I must think about when to terminate the tenancy.
41. Given the Tenant's personal and financial circumstances, and considering this is a relatively short-term tenancy, along with the fact that the Landlord is holding a last month rent deposit, I find it appropriate to grant a brief delay in eviction to May 31, 2026.
42. 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 postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
43. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out on or before May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.
4. The Board shall immediately release to the Landlord \$800.00 which is being held in trust and which represents the arrears owed to December 31, 2025, together with any interest that has accrued.
5. The Tenant shall pay the Landlord compensation of \$49.32 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord utility arrears in the amount of \$504.00 owed as of the hearing date.
7. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 5, 2026

Date Issued

Sonia Anwar-Ali

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 6, 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.