



Order under Section 69 Residential Tenancies Act, 2006

Citation: Enterprise Reit Operating LP v Tinnerman, 2026 ONLTB 34967

Date: 2026-04-30

File Number: LTB-L-007478-26

In the matter of: 1207, 165 QUEEN ST S
HAMILTON ON L8P4R3

Between: Enterprise Reit Operating LP Landlord

And

Claudia Tinnerman Tenant

Enterprise Reit Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Claudia Tinnerman (the 'Tenant') because:

- 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 28, 2026.

Only the Landlord's agent, Claire Lupinsky, the Landlord's legal representative, Mark Ciobotaru, attended the hearing.

As of 10:47 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 in the application. Therefore, the tenancy is terminated as of May 5, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On January 26, 2026, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations: on January 12, 2026 the Landlord's agent responded to complaints about smoke coming from the 12th floor. Upon investigating the Tenant was found smoking cigarettes and other substances with their unit door open. When asked to close the unit door, the Tenant refused, used vulgar language, threw a plate at the agent, and threatened to kill them.
4. The Tenant has seriously impaired the safety of the Landlord's agents by throwing something at them, causing minor injury, and repeatedly threatening to kill them. This conduct occurred in the residential complex.

Daily compensation, NSF charges, rent deposit

5. The Tenant has paid the required daily compensation to April 30, 2026.
6. Based on the monthly rent, the daily compensation is \$32.35. This amount is calculated as follows: \$983.97 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$894.94 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$6.08 is owing to the Tenant for the period from January 1, 2026 to April 28, 2026.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

10. 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. Since the incident in the N7 Notice, there have been two further incidents of the Tenant threatening to kill the Landlord.

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 5, 2026.
2. If the unit is not vacated on or before May 5, 2026, then starting May 6, 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 6, 2026.

4. The Tenant shall also pay the Landlord compensation of \$32.35 per day for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$901.02 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.
7. The Landlord or the Tenant shall pay each other any amount owing as a result of this order.

April 30, 2026
Date Issued

Dawn Carr
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.