



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ferguslea Properties v Sandhawalia, 2026 ONLTB 30321

Date: 2026-04-30

File Number: LTB-L-107306-25-AM

In the matter of: 502, 59 BAYSHORE DR
NEPEAN ON K2B7G8

Between: Ferguslea Properties Landlord

And

Navneet Sandhawalia Tenant

AMENDED ORDER

This order is made to correct clerical errors in the order issued April 30, 2026.

Ferguslea Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Navneet Sandhawalia (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 7, 2026~~. March 9, 2026.

The Landlord was represented at the hearing by John Dickie. The Tenant was represented at the hearing by ~~Kat Guilbeault~~. Suzanne Larose

Determinations:

- On October 17, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
- On December 3, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination alleges on November 18, 2026 the Tenant stole a package that the belongs to another resident.

Relief from Eviction

3. The Tenant does not dispute that the incident occurred. The issue before the Board is whether, in all the circumstances, the Tenant should be granted relief from eviction pursuant to section 83 of the Residential Tenancies Act, 2006 (the "Act").
4. The Tenant has a documented history of schizophrenia spanning at least two years. (Doc 7494646) Her condition is characterized by paranoia, delusions, suicidal ideation, and significant cognitive impairment, including memory loss. The medical evidence indicates multiple hospitalizations, some involving police or emergency intervention, and periods of instability.
5. The Tenant testified that she initially struggled to accept her diagnosis, which led to periods of non-compliance with medication and recurring episodes of deterioration. The medical records support that this resulted in serious incidents, including psychiatric crises requiring involuntary assessment.
6. The Tenant testified that at the time of the incident she had recently been hospitalized and was not mentally stable. She believed the package belonged to her and later panicked upon realizing her mistake. She expressed remorse and indicated a willingness to compensate the affected tenant.
7. The Tenant further testified that her condition has recently improved. She now accepts her diagnosis, is compliant with treatment, receives long-acting injectable medication, and is engaged with a psychiatrist and a community mental health worker. She stated that her symptoms are more manageable and that she is better able to seek help and recover from episodes.

Mental Health Worker

8. The Tenant's case manager, Dustin Gibson, testified that he has been working with the Tenant since November 2025 and provides ongoing support, including regular meetings and coordination with her psychiatrist.
9. He confirmed that the Tenant has a serious mental illness, and, in the past, experienced cycles of deterioration associated with medication non-compliance. However, since transitioning to long-acting injectable medication, her condition has significantly improved.
10. DG testified that while the Tenant continues to experience occasional symptoms, she now demonstrates greater insight, engages with treatment, and is more receptive to intervention. He explained that certain behaviours, such as sleeping in the lobby, are early indicators of relapse that can be addressed through timely support.
11. He expressed concern that eviction would likely result in homelessness, which would disrupt the Tenant's treatment, make her difficult to locate, and significantly increase the risk of deterioration. He was of the opinion that, with continued supports, the Tenant would be able to comply with conditions and maintain the tenancy.

Landlord's Position

12. The Landlord submits that, while sympathetic to the Tenant's circumstances, the primary concern is the safety and reasonable enjoyment of other tenants.
13. The Landlord relies on a history of serious incidents, including throwing objects from a balcony, disturbances, and police involvement. The Landlord submits that this reflects a pattern of instability linked to non-compliance with treatment.
14. Although acknowledging recent improvement, the Landlord argues that it is too recent and uncertain, particularly given the anticipated expiry of the Community Treatment Order, after which treatment will be voluntary. The Landlord submits that termination of the tenancy is necessary to ensure the safety of other residents.

Analysis

15. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

"To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."

16. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. Where that is possible, it should be done rather than terminating the tenancy. In this case the tenancy can be brought into good standing if the Tenant refrains from the conduct set out in the notice for termination.
17. I find that there is a connection between the Tenant's conduct and her disability. The evidence establishes that her past behaviour occurred during periods when her illness was untreated or inadequately treated.
18. I accept that the Tenant has made meaningful progress. The evidence demonstrates that she now accepts her diagnosis, is compliant with treatment, and is supported by a structured care team. The introduction of long-acting injectable medication appears to have materially improved her stability.
19. I acknowledge the Landlord's concerns regarding the Tenant's history of non-compliance and the potential risks associated with the expiry of the Community Treatment Order. While there remains some risk of relapse, I am satisfied that the Tenant's current treatment regime, and access to supports significantly reduce that risk.
20. I also acknowledge that the Tenant's past conduct had a serious impact on other residents. However, the more recent conduct is less severe and consistent with early warning signs of relapse, which can be addressed through timely intervention.
21. The Tenant has expressed genuine remorse for the incident and has indicated a willingness to compensate the affected resident. I find this mitigates the impact of the conduct giving rise to this application.

22. I accept the evidence of DG that eviction would likely result in homelessness and significantly disrupt the Tenant's treatment, increasing the likelihood of further deterioration. In these circumstances, eviction would be disproportionate.
23. Given the circumstances, I find that the tenancy can be maintained with appropriate conditions and that it would not be unfair to grant relief from eviction.

Conditions

24. The parties proposed a number of conditions. However, I am limited to imposing conditions that, if breached, would give rise to the same ground for termination as in this application.
25. This application arises from the Tenant taking a package belonging to another resident. Accordingly, the conditions imposed must relate to conduct involving interference with the property of others and the reasonable enjoyment of the residential complex.
26. I note that the Board does not have jurisdiction to order the Tenant to comply with medical treatment. However, I strongly encourage the Tenant to continue engaging with all recommended supports and treatment.
27. I also note that accommodation is a shared responsibility. The Tenant may wish to consider facilitating communication between the Landlord and her support workers to allow for early intervention if concerns arise.
28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of 12 months from the date of this Order, the Tenant shall not substantially interfere with the reasonable enjoyment of the residential complex by the Landlord or other tenants.
3. For a period of 12 months from the date of this Order, the Tenant shall not commit an illegal act in the residential complex.
4. For a period of 12 months from the date of this Order, the Tenant shall not take, remove, use, or otherwise interfere with any property belonging to the Landlord or other tenants, including but not limited to packages, deliveries, or personal belongings.
5. If the Tenant fails to comply with the conditions set out in paragraphs ~~2 and 3~~ **2, 3 and 4** of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must

make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2026, at 4.00% annually on the balance outstanding.

April 15, 2026

Date Issued

Bryan Delorenzi

Member, Landlord and Tenant Board

April 30, 2026

Date Issued

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.