



Order under Section 69 Residential Tenancies Act, 2006

Citation: 7869908 CANADA INC v ROCCO, 2026 ONLTB 27818

Date: 2026-05-04

File Number: LTB-L-087490-25

In the matter of: 322, 780 ELM ST
PORT COLBORNE ON L3K4R4

Between: 7869908 CANADA INC Landlord

And

ALEXIS ROCCO Tenant

7869908 CANADA INC (the 'Landlord') applied for an order to terminate the tenancy and evict ALEXIS ROCCO (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

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 March 31, 2026. The Landlord's Agents, D. Shainhouse and C. Oram (CO) and the Tenant attended the hearing. The Landlord's witness, J. George (JG), and the Tenant's witness and partner, T. McCallion (TM), also attended the hearing. The Tenant authorized TM to speak on her behalf.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the Tenant will be given an opportunity to continue the tenancy subject to the conditions below.
2. The Tenant is in possession of the rental unit.
3. On August 6, 2025, the Landlord gave the Tenant a first, voidable Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of August 31, 2025. 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).

4. On September 25, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of October 15, 2025. The Landlord alleges in the notice that on September 24, 2025, the Tenant and her guest were fighting for approximately 20 minutes. The disturbance caused by their fighting was heard by others in the residential complex and led to a call to the police.

Landlord's Evidence

5. The Landlord's Superintendent, CO testified that since the service of the second N5 notice, the Tenant and her partner, TM have not stopped the disturbances. On September 24, 2025, CO received a complaint that the Tenant and TM were fighting and screaming about how much they hated each other.
6. The Landlord presented the email complaint from the resident, KW who lives in the unit right beside the rental unit. KW stated that she had to call the police because the Tenant and TM were screaming at each other and that *'She was yelling at him to leave her alone, get off her, I heard punches being thrown- unsure if it was objects or each other. It was violent and triggering for anyone to hear. There is a new born baby inside their apartment, that was screaming and crying.'*
7. On October 12, 2025, at approximately 10:57 a.m., the police were called after loud screaming and fighting between the Tenant and TM disturbed KW. KW contacted CO about the disturbance which he personally witnessed when he got to the floor the rental unit is on. CO heard the Tenant and TM tell each other repeatedly to *'go die,'* while their baby screamed. When they became aware that CO was in the hallway, they ran after him begging him not to evict them.
8. TM stated that each interaction is violent, extremely loud, with horrific language which he decided not to repeat. As usual, the police were called, they spoke with TM when they arrived and subsequently left the residential complex without further actions.
9. On February 5, 2026, at about 8:30 a.m., the Landlord's witness, JG and her boyfriend, G, contacted CO regarding a violent incident in which the Tenant could be heard screaming for TM to stop choking her. CO went up to their floor and could hear *'loud and aggressive domestic dispute taking place'* which prompted him to immediately call the police. TM exited the unit and called CO despicable names. TM then ran downstairs to intercept the police as he has previously done and told them to ignore CO because he is a liar. The Tenant also told the police that CO picks on her. Subsequently, G told CO that TM confronted him, called him names, and accused him of abusing his own children.
10. On March 3, 2026, CO sent an email to the Landlord over his interaction with a resident who contacted him on March 1, 2025, at 11:00 a.m. The resident reported that the Tenant was screaming for help because TM was assaulting her. The email provided as evidence stated, *'She was screaming for help. This was an extremely loud and abusive and threatening engagement.... Tenants in this building are becoming increasingly worried that he may severely hurt his child and her as he threatens to kill them when he is angry.'* CO called the police as a result of the altercation.
11. On cross examination, CO confirmed that he was aware that the Tenant receives income from the Ontario Disability Support Program (ODSP). CO stated that the Landlord has in the

past connected a resident with support for their mental health. CO had conversations with both the Tenant and TM about support services from the Centre for Addiction and Mental Health (CAMH); voluntary stays in the hospital; home care services; and medication assessment.

12. JG, a resident, testified that on September 24, 2025, the Tenant informed her that TM punched her in the face *'And then as soon as he saw the blood pouring out of my mouth and nose he chased me around the apartment trying to hug me'*. The Tenant sent a video to JG which showed blood pouring out of the Tenant's nose, and she had a black eye. A screenshot of the video showing the Tenant with a bloody nose was presented as evidence by the Landlord.
13. On October 12, 2025, the Tenant apologized to JG for the disturbance they caused earlier that day because telling TM to *'dial things down escalated so bad'*. The Tenant expressed how scared she was to lose her home. Although JG acknowledged on cross examination that she told the Tenant she was asleep and did not hear anything, she heard the disturbances but chose not to engage.
14. On October 29, 2025, the Tenant sent a message to JG saying that she was not okay because JG had told her months earlier to reach out if she ever needed support. JG did not see the message quickly enough to respond. The message was also presented as evidence.
15. On March 2, 2026, at about 10:50 a.m., G informed JG that he heard an altercation in the rental unit that sounded as if the Tenant was being choked. G overheard the Tenant say to TM *'that's not cool, I couldn't breathe this time,'* then there was a screaming match, and he left the unit. A copy of the text message from G was presented as evidence.
16. On cross-examination, JG stated that she was aware that the Tenant had mental health challenges and that TM assaults the Tenant and lies to the police when they arrive. TM's argument that the Tenant's mental health issues are the reasons for the altercation were not convincing because he is the aggressor who physically assaults her every time. JG also confirmed that she was aware that Children's Aid Services were involved with the Tenant's family.

Tenant's Evidence

17. TM testified that although there are loud arguments, they occurred during times of acute mental health crisis and the police, each time they were called, had left without pressing charges. TM denied the allegations of physical violence.
18. The Tenant and TM have taken steps to stabilize their relationship or home, by scheduling psychiatric appointments, and are involved with a public health nurse who visits the unit. TM stated that he receives support from CMHA, the family counselling centre and various therapy groups. The Family and Children's Services have been to their unit and have not found their newborn to be in any danger. TM acknowledged discussions with CO about obtaining support for their situation.
19. TM further stated that on September 24, 2025, the police were there within 15 minutes of being called and subsequently left the residential complex without any concerns. TM stated

that KW was not physically present in the unit, and that her statements were based on what she heard only.

20. TM testified that the Tenant has Borderline Personality Disorder (BPD) which increases her emotions so that if she stubs her toe against the table, her brain tells her that she broke her foot and causes her to respond disproportionately. The Tenant also has Post-Traumatic Stress Disorder from past abusive relationships which causes her to make untrue accusations. On September 24, 2025, while the Tenant was in the throes of a mental health crisis in the bathroom, TM opened the door and accidentally hit her in the face, This caused the Tenant to bleed, and she correlated the incident as TM punching her in the face.
21. On February 5, 2026, TM was on the balcony separating himself from the Tenant because of another one of her mental health episodes when he observed the police arrive in the residential complex. As TM made his way downstairs to speak with the police as he has done many times before, he encountered CO and G, and triggered by his anxiety, became upset with G for calling the police, and called him names.
22. TM stated that the complaints from October 12, 2025, were auditory only and KW did not directly observe any threats or violence. TM could not recall making the 'go die' comments.
23. On March 1, 2026, the Tenant yelled for help when she stubbed her toe/ broke her foot from tripping on something. The noises observed by the complainant occurred as the Tenant tried to stop TM from leaving the unit.
24. The Tenant moved into the rental unit in July 2025. The Tenant lived at a small 10-bedroom rooming house with fifteen people while she was pregnant. Prior to that, the Tenant and TM briefly stayed with a friend. The Tenant was previously homeless for years and has been in a relationship with TM for a year and a half. The Tenant gave birth to her son in September 2025.
25. The Tenant receives income from ODSP, while TM, considered a part of her household, is unemployed. TM stated that he has disabilities as well which include Obsessive-Compulsive Disorder, and two distinct types of anxiety disorders. They both have sought psychiatric care and crisis support and were given referral for meetings with therapists. The Tenant started seeing a therapist on March 4, 2026, while TM had an intake on February 4, 2026. TM also has a caseworker from the Canadian Mental Health Association (CMHA) who he first saw on March 24, 2026. TM stated that they sought these supports in order to mitigate the arguments and were willing to comply with a conditional order.

Analysis

26. Based on all the evidence, the Tenant largely confirmed the Landlord's testimony that loud arguments regularly occur in the rental unit which results in calls to the police out of concern for her safety. While the Tenant denied that any physical violence was taking place because the police did not lay charges and noted that KW only had an auditory observation of events on September 24, 2025, and October 12, 2025, that is enough to prove the Landlord's assertions. KW heard loud screaming coming from the rental unit and CO also confirmed hearing the disturbing arguments and mutual death wishes exchanged between the Tenant and TM.

27. Given the Tenant's statements in the text messages from September 24, 2025, indicating that TM physically assaulted her, and the corroborating evidence from CO, JG, and KW, I am satisfied that physical violence did occur. The Tenant minimized the seriousness of the disturbances from the unit and is perhaps too close to the situation to realize how much danger she is in and by extension, her baby. There is little anyone can do to help the Tenant if she chooses to continue in that relationship. What the Tenant cannot do, however, is get in frequent fights with TM, scream for help as she is being assaulted, subject both her baby and the other residents to her distress, and then take a stand in favour of the person causing the distress. I find the conduct of the Tenant and TM absolutely unacceptable given its impact on the wellbeing of others in the residential complex.
28. I am satisfied that the Tenant's conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex and with the lawful right, privilege, or interest of the Landlord.
29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
30. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord.

Relief from Eviction

31. The Tenant had only lived in the unit for approximately a month when she was given the first N5 notice of termination on August 6, 2025.
32. The Tenant has a baby who is less than a year-old, was previously homeless, and receives limited income from ODSP as a result of her disabilities. The Tenant has since sought support for both herself and TM and they are engaged in that process.
33. Under the Human Rights Code, a Landlord is required to accommodate a Tenant living with a disability to a point of undue hardship. As demonstrated by the Landlord's uncontradicted evidence, they offered several avenues of support to the Tenant and TM. While the Landlord must accommodate the Tenant, the Landlord has a responsibility to ensure that the rights of other residents in the residential complex are not disregarded or infringed upon. The other residents have a right to a peaceable enjoyment of their units as the Tenants are to theirs. Other residents are not required to live in a state of distress or trauma caused by frequent screaming and disturbances emanating from the rental unit.
34. The Tenant will be given another opportunity to continue the tenancy subject to the conditions below and must continue to seek or receive, professional support with her disabilities, and circumstances.
35. Following my oral decision to grant a conditional order, TM stated that the disturbances and arguments in the unit are comparable to those of other couples. That statement reinforced my concern that things are unlikely to improve because TM is in denial about his conduct. In fact, TM minimizes his behaviour by attributing the Tenant's reactions to her disabilities. TM also made unwarranted and aggressive verbal comments toward both CO and G for contacting the police out of concern for the Tenant's safety. I informed TM that characterizing

the disturbances from the rental unit as '*general disputes*' does not excuse conduct that substantially interferes with the rights and reasonable enjoyment of other residents.

36. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), I find that it would not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

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 the remainder of the tenancy, the Tenant, another occupant of the rental unit or someone the Tenant permits in the residential complex shall refrain from fighting or causing disturbances of any kind in the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 22, 2026, at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.