



Order under Section 69 Residential Tenancies Act, 2006

Citation: KAYE STREET RESIDENCES INC. v TENK, 2026 ONLTB 37695

Date: 2026-05-13

File Number: LTB-L-007276-26

In the matter of: 11, 244 MCKELLAR STREET
GLENCOE ON N0L1M0

Between: KAYE STREET RESIDENCES INC. Landlord

And

JOHN TENK Tenants
WENDI MCINTYRE

KAYE STREET RESIDENCES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict JOHN TENK and WENDI MCINTYRE (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex have 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 6, 2026.

The Landlord's legal representative, Melissa Mason, the Landlord's agent, Darlene Remmey and the Tenants attended the hearing. The Landlord's witness, Jennifer King, was also in attendance.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the Tenants shall be provided with relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 9, 2026, the Landlord served the Tenant with an N5 notice of termination. The notice alleges that the Tenant, John Tenk (J.T.), substantially interfered with another tenants' reasonable enjoyment and with the Landlord's lawful rights, privileges, or interests. Specifically, it alleges that between December 28, 2025, and January 6, 2026, J.T. repeatedly kicked the brick wall outside unit #9, causing distress to the tenant and also causing the belongings of the tenant in that unit to shake. It further alleges that on

December 28, 2025, after kicking the wall outside unit #8, J.T. made an obscene gesture toward the tenant in unit #9 while passing their door.

4. Under subsection 64(3) of the Act, the notice is void if the Tenant, within seven days of receiving it, stops the conduct or corrects the omission.
5. In this case, the seven-day voiding period ran from January 10 to January 16, 2026.

Testimony and evidence

6. The Landlord's witness, Jennifer King, who is the tenant in unit #9, testified that since late summer 2025 she has experienced near-daily incidents of J.T. kicking the brick wall outside her unit. She indicated that her unit is adjacent to the exit door and that the Tenant kicks the wall between one and four times daily, including at early morning hours such as 3:00 or 4:00 a.m. She filed a formal complaint with the Landlord in late December 2025.
7. Ms. King testified that she contacted the OPP due to the escalating nature of the conduct and was advised to keep detailed notes of incidents.
8. The Landlord submitted Ms. King's contemporaneous handwritten notes. Between January 10 and January 16, 2026, the notes record five incidents of wall kicking by J.T. Ms. King's notes also state that on January 11, 2026, J.T. yelled obscenities outside her unit door.
9. Ms. King testified that the conduct has caused her fear and stress and has repeatedly startled her awake. She stated she feels under constant threat due to the Tenant's volatility.
10. J.T. denied kicking the wall, stating that he was merely stamping his feet to remove snow or salt. He acknowledged yelling and making profane gestures but claimed this was in response to others' behaviour toward him.

Analysis

11. On a balance of probabilities, I find that the Tenant engaged in conduct that substantially interfered with the reasonable enjoyment of the tenant in unit #9. I found Ms. King's testimony to be credible, consistent, and supported by contemporaneous documentation as well as video recordings submitted by the Landlord of the Tenant behaving in the manner described while passing her unit door.
12. I also found that the Tenant's demeanor at the hearing was consistent with the behaviour described in the evidence. The Tenant was quick to anger and demonstrative. I prefer Ms. King's evidence where it conflicts with the Tenant's account.
13. Based on the evidence and testimony before me, and most notably the detailed log of events kept by the Landlord's witness as stated in paragraph 8 above, I find that the Tenant did not stop the conduct within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
14. On the balance of probabilities, the Landlord has proven the grounds for eviction.

Relief from eviction

15. The Landlord's representative submitted that the Tenant's behaviour has escalated since service of the notice.
16. Ms. King testified that the Tenant continues to shout profanities at residents and staff, and that she believes he records her. She stated the harassment persists, including yelling and obscene gestures when he passes her door.
17. The superintendent, Darlene Remmey, testified that J.T. has yelled profanities and directed abusive language toward her. She further stated that at least three tenants have left due to his behaviour, and that she is considering leaving her position due to its impact on her wellbeing.
18. The Tenant testified that he suffers from severe anxiety resulting in angry outbursts. He stated he cannot control his reactions or disengage from confrontational situations. He is medicated and receives ODSP benefits due to his mental health condition.
19. The Tenant also testified that he and Wendy McIntyre are on limited income and would be unable to secure alternative housing if evicted.
20. When asked whether he could comply with a conditional order, the Tenant stated that he could not, reiterating his lack of emotional control.
21. I have serious concerns about the Tenant's ability to comply with a conditional order. The Tenant expressly stated that he struggles to control his emotional responses and may be unable to avoid confrontational situations. This raises a real and significant risk that the conditions of any order may be breached.
22. Despite these concerns, I must balance the seriousness of the Tenant's conduct against all relevant circumstances, including the Tenant's mental health condition and the significant risk of homelessness if eviction is ordered. In my view, even where the likelihood of compliance is uncertain, subsection 83(1) of the Act permits the Board to grant relief where it would not be unfair to do so, having regard to all the circumstances. I find that providing the Tenant with a final opportunity to comply is a proportionate response in this case.
23. I also recognize that the Tenant's conduct has had a serious and negative impact on other residents, who are entitled to reasonable enjoyment of their units without fear or disturbance. The Landlord likewise has an obligation to maintain a safe and habitable environment. At the same time, the Landlord has a duty under the *Human Rights Code* to accommodate the Tenant's disability-related needs to the point of undue hardship. That duty does not displace the rights of other tenants, but it is a relevant factor in assessing whether immediate eviction is appropriate.
24. Meaningful accommodation requires the Tenant's active participation. The Tenant is expected to take all reasonable steps to manage his behaviour and to work with the Landlord to reduce conflict within the residential complex. In granting relief, I emphasize that this is a final opportunity and that any further substantiated interference may result in eviction without further consideration of relief.

25. 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 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. For the period of one year from May 13, 2026, to May 12, 2027, the Tenants must not:
 - Kick the outside brick wall of the residential complex
 - Use profane language or gestures directed toward any tenant, occupant, guest, or the Landlord's staff or agents.
 - Substantially interfere with the reasonable enjoyment of any other tenant, occupant, or guest of a tenant within the residential complex.
3. If the Tenants fail 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 Tenants. 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 Tenants.**
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before July 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 14, 2026 at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

Melissa Anjema
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 25, 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.