



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103756-25

In the matter of: 108, 212 BROCK ST
PETERBOROUGH ON K9H2P5

Between: Canadian Mental Health Association HKPR Landlord

And

Derek Head Tenant

Canadian Mental Health Association HKPR (the 'Landlord') applied for an order to terminate the tenancy and evict Derek Head (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 March 23, 2026.

Only the Landlord's Agent, Kerri Kightley, attended the hearing.

As of 10:11 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:

Preliminary Issue: Amending the Application

1. At the hearing, the Landlord's Agent clarified that the Landlord for the rental unit is the Canadian Mental Health Association HKPR and not Kerri Kightley ('KK') as listed in the application. KK is an employee of the Landlord who filled out the application and added her name in error. When the Landlord's Agent realized the mistake at the hearing, she requested to amend the application to correct the error.

2. The Landlord's Agent confirmed that the Canadian Mental Health Association HKPR is the named Landlord for the rental unit, and the Tenant is aware of this.
3. It was also brought to the Landlord's attention that the application is regarding a first N5 notice of termination, though two N5 notices were disclosed to the Board. The Landlord's Agent confirmed that the Tenant has been served with two N5 notices within a six-month period, and she should have checked off the second N5 notice option in the application when filling it out. The error was made in good faith, and the termination date listed on the application corresponds to the termination date listed on the second N5 notice. The Landlord's Agent requested to amend the application and have the hearing proceed based on the second N5 notice.
4. Given the uncontested submissions before me, I find it appropriate under Rule 15.4 of the Board's Rules of Procedure to amend the application and name the Canadian Mental Health Association HKPR as the Landlord and to proceed based on the second N5 notice. The errors appear to have been made in good faith, and there is minimal prejudice to the Tenant as the Canadian Mental Health Association HKPR is the named Landlord for the rental unit, and the Tenant was in receipt of both N5 notices and the Landlord's disclosure prior to the hearing. The application is therefore amended accordingly, and the amendment is reflected in the style of cause for this order.

L2 Application:

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, 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 conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On August 21, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served that same day. The N5 notice alleged that on August 16, 2025, the Landlord received video footage of an altercation between two of the Tenant's guests who were seen verbally and physically assaulting one another in the residential complex, effecting the other tenants' reasonable enjoyment of their units and/or the residential complex. The Tenant's guests were also seen via video footage that same day unlawfully entering a neighbouring unit and removing items from the property which then resulted in charges being brought.
8. I acknowledge it would be prejudicial to a tenant if the allegations in a first N5 Notice were without any foundation and made simply for the purpose of allowing a landlord to serve a second, non-voidable notice pursuant to section 68(1) of the Act. I am satisfied that is not the case in the matter before me.
9. The Landlord's Agent made submissions and presented evidence supporting the allegations contained in the first N5 notice, including providing details of other tenants' complaints brought to the building manager about the altercation that occurred on August 16, 2025, and that the victim from the unit the Tenant's guest stole from filed a report with

the Landlord about the theft. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.

10. On November 27, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served that same day. The N5 notice alleges that on November 6, 2025, a female guest left Tenant's unit, blew her nose on the ground several times, and then verbally and physically assaulted another person in the hallway outside the rental unit. The guest was also seen by others engaging in substance abuse.
11. The Tenant's unit is on the ground floor of the residential complex next to the building stairwell containing an exit to the rear of the residential complex.
12. The Landlord's Agent submitted video surveillance footage from November 6, 2025, showing a woman identified by the Landlord's Agent as the Tenant's guest leaving the Tenant's unit and entering the building stairwell. The guest blows her nose on the ground in one video, and in a second video is seen kicking another tenant's wagon as it appears to have accidentally hit her as the other tenant was entering from the stairwell exit with her dog. The guest then swears at the other tenant, and the two engage in a brief verbal confrontation wherein the guest then follows the other tenant to the doorway and continues insulting her as the other tenant leaves the frame.
13. The Landlord's Agent stated that the same Tenant's guest was also seen by the building manager that day smoking an illicit substance in the residential complex.
14. The Landlord's Agent stated that the videos are an example of not only the problematic and confrontational behaviour of the Tenant's guests towards other residents in the building, but also of the security risk they pose to the other tenants and the residential complex.
15. Having considered the uncontested submissions and evidence before me, I am inclined to agree with the Landlord's Agent. The Tenant's guest was immediately confrontational with the other resident in the video and even followed her through the doorway to continue the confrontation. Although the evidence regarding the Tenant's guest smoking an illicit substance in the residential complex was hearsay evidence, the Board is permitted to accept such evidence at the hearing. Given the lack of evidence to the contrary, and in consideration of the context and totality of the evidence submitted, I am satisfied on the balance of probabilities that the Tenant's guest engaged in the use of an illicit substance in the residential complex.
16. The Landlord and other tenants have the right to move about the residential complex without being accosted by another tenant's guest and to not have persons in the residential complex engage in substance abuse. Consequently, I find that the Tenant, an occupant of the Tenant's rental unit or a person permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Relief from Eviction:

19. 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.
20. As mentioned, the Tenant was not present at the hearing, though properly served with a Notice of Hearing by the Board, to put forward any circumstances for consideration under s. 83 of the Act.
21. The Landlord's Agent reiterated the ongoing issues with the Tenant's guests and the Tenant's non-cooperation with the Landlord to try and remedy the problem. However, the Landlord understands that the Tenant has some mental health issues that may be impeding their cooperation. Therefore, the Landlord is receptive to a conditional order to try and preserve the tenancy.
22. While the actions of the Tenant's guest on November 6, 2025 have been found to constitute a substantial interference, I am not satisfied they rise to the level of severity that necessitates an eviction. Considering the Landlord's willingness for a conditional order and the spirit of the Act, I find it reasonable and appropriate in the circumstances to grant relief from eviction subject to the conditions set out below.

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 period commencing May 20, 2026 to May 20, 2027, the Tenant, any occupant of the rental unit, or anyone the Tenant permits into the residential complex shall not substantially interfere with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant, including, but not limited to, engaging in the use of controlled or illicit substances in the rental unit and/or the residential complex, and harassing or initiating confrontation with other tenants or persons 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. The total amount the Tenant must pay the Landlord is \$186.00.

6. 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 20, 2026
Date Issued

Fotoula Hatzantonis
Member, Landlord and Tenant Board

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Toronto ON M7A 2G6

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