



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-046410-25

In the matter of: 805, 1605 DYER DR
LONDON ON N6G0S3

Between: Old Oak Properties Inc. Landlord

And

Peter Dekoker Tenant

Old Oak Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Dekoker (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 September 25, 2025 and May 13, 2026.

The Landlord's Agent, Shilo Lippert ("SL"), the Landlord's Legal Representative, Jennifer Smith, and the Tenant attended the hearing on September 25, 2025. Michelle Caston attended the hearing as a witness for the Landlord but did not appear before the Board to provide evidence.

The Landlord's Agent, SL, and the Landlord's Legal Representative, Jennifer Smith, and attended the hearing on May 13, 2026. Rebecca D'Agostin ("RD") attended the hearing as a witness for the Landlord.

As of 9:11 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. The Tenant did not appear for the duration of the hearing block which ended at 5:36 p.m.

Determinations:

1. The Landlord's application is based on a second, non-voidable N5 Notice alleging the Tenant, another occupant of the rental unit or someone the Tenant permitted in the

residential complex has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex and/or lawful rights, privileges, or interests.

2. In order to proceed with an application for eviction based on a second, non-voidable N5 Notice served under section 68 of the *Residential Tenancies Act, 2006* ("Act"), I must find a valid first voidable N5 Notice had been served. Additionally, the conduct alleged in the second N5 Notice must take place more than seven days but less than six months after the first N5 Notice was served.

First N5 Notice

3. The Landlord served an N5 Notice on March 5, 2025 on the Tenant with a termination date of March 25, 2025.
4. The Landlord's N5 Notice alleges the Tenant has substantially interfered with another tenant's reasonable enjoyment of the residential complex by driving into another tenant's vehicle on February 13, 2025, by posting inappropriate notices around the residential complex printed on the Landlord's letterhead on February 24, 2025, and by smoking in the rental unit on February 25, 2025.
5. On review of the N5 Notice, I find the notice provides sufficient details that a reasonable tenant could have understood the precise actions or omissions that caused the Landlord to pursue eviction and know the case they had to meet to prepare an effective response. As such, I find the first N5 valid.
6. There was no incident during the voiding period from March 6, 2022 to March 12, 2025. As such, the Tenant voided the first N5 Notice pursuant to section 64(3) of the Act.

Second N5 Notice

7. On May 21, 2025, the Landlord gave the Tenant a second, non-voidable N5 Notice with a termination date of June 10, 2025. This was more than seven days and within six months after the first N5. The termination date of June 10, 2025 was more than 14 days after the date of service. The timing of notice and service requirements contained in section 68 of the Act were satisfied.
8. The second N5 Notice alleged an incident on May 2, 2025, an incident on May 8, 2025 and an incident on May 9, 2025.
9. SH is a property manager for the Landlord and testified that she received an email from another resident on May 8, 2025 informing her that the complainant and their boyfriend was approached by the Tenant in an aggressive manner spontaneously and the Tenant threaten the complainant's boyfriend. A copy of the email was submitted into evidence.
10. RD is a former tenant of the residential complex and testified that on May 2, 2025, the Tenant, who appeared to be unwell and intoxicated, approached her in the common area of the complex and blocked her from moving. The Tenant then insisted that she throw punches at him. When she declined and attempted to deescalate the situation, the Tenant proceeded to throw kicks at her heard. RD then called the police to report the incident.

11. RD testified that after that incident, she felt unsafe and avoided the Tenant at all costs and motivated her to move from the residential complex. A copy of RD's complaint was submitted into evidence.
12. Based on the Landlord's uncontested evidence, I find that the Tenant's conduct on May 8, 2025 and May 2, 2025 substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Landlord's allegations were corroborated by a written complaint and RD's testimony. RD's evidence was consistent and I have no reason to doubt her recollection of her interaction with the Tenant and the impact it had on her. The Tenant did not attend the second hearing to contest the Landlord's evidence.

Section 83 Considerations

13. 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.
14. SH submits that the Tenant suffers from mental health issues and while the Tenant did not provide specifics, the Tenant has informed her that he suffers from PTSD from being in the military.
15. SH testified that the Tenant has support from his mother and resources from being a retired veteran. The Tenant has declined or not requested support from the Landlord.
16. While the Tenant appears to be unpredictable, SH testified that the Landlord has not receive any formal complaints about the Tenant since the incidents on the second N5 Notice.
17. The Landlord requested a conditional order for the Tenant to not conduct himself again in a similar manner as alleged on the second N5 Notice. I see no reason to deny the Landlord's request. The Tenant was not present to provide the Board with evidence of his circumstances.
18. As the Landlord's application is successful, the Landlord is entitled to reimbursement for the costs of filing the application in the amount of \$186.00.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall not assault or threaten, verbal or physical, any person at the residential complex for a period of one year ending on May 15, 2027.
3. If the Tenant fails to comply with the condition 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 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Vicky Liu

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 27, 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.