



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106705-25

In the matter of: 415, 1658 RITSON RD N
OSHAWA ON L1H0C4

Between: Canadian Mental Health Association Durham Landlord

And

David Nelson Tenant

Canadian Mental Health Association Durham (the 'Landlord') applied for an order to terminate the tenancy and evict David Nelson (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; and
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

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 May 13, 2026. Only the Landlord's Agent, Rob Tobin, the Landlord's Legal Representative, Elizabeth Chea, and the Landlord's witnesses, Diana Dimech ('DD'), Magdalene Domany ('MD'), Ann Davidson, and Police Constable Shane Curry ('PC Curry'), attended the hearing.

As of 11:27 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

The N5 Notice

3. On December 4, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on December 9, 2025 (the 'N5 Notice'). In summary, the N5 Notice alleges that there were several instances between October 8, 2025 and November 28, 2025 during which the Tenant engaged in loud, disturbing, aggressive and/or intimidating behaviours in the residential complex.
4. DD is a tenant of the residential complex who lives down the hall from the Tenant. DD filed a number of complaints with the Landlord regarding the Tenant's conduct and these complaints corresponded with the allegations set out in the N5 Notice. Copies of DD's complaints were tendered as evidence at the hearing. In summary, her evidence was as follows:
 - On or about October 17, 2025, the Tenant was taking water out of the fridge in the community room of the residential complex, which was not his. As a result, the superintendent had to lock the door to the community room. This meant none of the residents could use the amenities in the community room or use it for group activities or get together.
 - On or about October 23, 2025, DD was in the bedroom of her unit when her dog started reacted and going to the door. DD observed that the Tenant was walking up and down the hall yelling and carrying on for no apparent reason. This disrupted DD's evening and she felt scared to leave her unit.
 - On or about October 24, 2025, the Tenant entered the community room and was being loud and waving his arms. During this time, he stated that he took a mug, dish soap, and coffee from the community room. DD and other residents were trying to watch the Blue Jays game at the time and asked him to leave so they could watch the game. After, when DD was making her way back to her unit, the Tenant blocked her in the hallway and started saying similar stuff again, which made her feel uncomfortable.
 - On or about October 26, 2025, the Tenant was knocking relentlessly on another tenant's door asking for cigarettes and food. DD observed the other tenant becoming upset that the Tenant would not leave her door. DD threatened to call the police on the Tenant so that he would leave the other tenant alone.
 - On or about October 27, 2026, extremely loud music was emanating from the Tenant's unit. On this same day, the Tenant approached DD in the hallway and started yelling at her about soap and coffee and got in her face. The incident left her and her support dog shaking and feeling threatened and afraid.
 - On or about Oct 28, 2025, the Tenant was yelling and rambling in the hallway at approximately 1:30 am, which woke her from her sleep.
 - On or about October 28, 2025, at approximately 8:15 pm, the Tenant was yelling and causing a commotion in the hall. Specifically, DD saw the Tenant following

another tenant down the hallway and shoving a bag in the other tenant's face and demanding cigarettes from her.

- On or about October 29, 2025, the Tenant was playing music so loud DD could hear it clearly in her rental unit, which is 4 doors down, and over her TV.
 - On or about November 3, 2025, while DD was heading to the elevator to go downstairs, she saw the Tenant standing outside his unit door, blaring his music, and looking at her. The Tenant had on pants that were falling off and almost exposing his genitals. As a result, she felt uncomfortable and hesitant to turn her back to the Tenant in order to get in the elevator.
 - On or about November 8, 2025, the Tenant was heard yelling in the community room and engaging in a verbal altercation with two other tenants. One of the tenants told DD that the Tenant had taken all of her food.
5. Based on the uncontested evidence of the Landlord, I find on a balance of probabilities that the Tenant's conduct has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
 6. The Tenant did not stop the conduct or activity within seven days after receiving the N5 Notice. In this regard, MD, who is a tenant of the residential complex, testified that on December 10 and 11, 2025, the Tenant was playing excessively loud music in his rental unit. As a result, MD filed complaints with the Landlord, copies of which were tendered as evidence. Therefore, the Tenant did not void the N5 Notice in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

The N6 Notice

7. On December 4, 2025, the Landlord gave the Tenant an N6 notice of termination, deemed served December 9, 2025 (the 'N6 Notice'). In summary, the N6 Notice alleged that the Tenant engaged in threatening behaviour toward another tenant of the residential complex on November 10, 2025 and uttered death threats. In addition, the N6 Notice alleged that the Tenant failed to comply with conditions to stay away from the victim tenant and that there was a warrant out for his arrest.
8. DD testified that, on or about November 10, 2025, she heard the Tenant in the hallway from her unit and that he was not making any sense. She then heard the elevator doors open and close and it was quiet. DD exited her rental unit and noticed a DVD player and CDs in the hallway by the Tenant's unit as she was approaching the elevator. DD had to move the items aside so that she could get to the elevator in her wheelchair. DD took pictures of the items and reported it to the superintendent. Not longer after, DD saw the Tenant banging on another tenant's unit door relentlessly. When that tenant came out, DD asked her if the Tenant was bothering her. DD also told the Tenant to leave the other tenant alone. In response, the Tenant began to approach DD and took off his jacket and pulled up his sleeves. He then put up his fists and started saying "come on, come on". DD stated that she backed up and told the Tenant to leave. The Tenant then started pointing to various unit doors and then named off specific tenants that he was going to kill and told

DD that he would kill her too. DD stated that she kept backing up and that the Tenant had his hands in her face. The Tenant eventually stopped and left but then engaged in similar conduct thereafter. In this regard, he knocked on the other tenant's rental unit door again repeatedly and was asking for cigarettes. The Tenant began to yell at DD and get her face when DD asked the Tenant to leave the other tenant alone. The other tenant eventually gave in and gave the Tenant some cigarettes. Thereafter, the Tenant began to add items to his pile in the hallway, including a knife. He then picked up the knife and started walking around with it. The police were called and the Tenant was arrested.

9. DD stated that the Tenant was charged and released on conditions. As part of his conditions, he was not supposed to go near her or speak to her. DD stated that the Tenant did not comply with the conditions and was arrested again but could not recall the exact date.
10. PC Curry is a police constable with the Durham Regional Police. It was his evidence that, on November 29, 2025, he was dispatched to the residential complex regarding a breach of conditions. In this regard, DD had reported that the Tenant kept coming around where she was and had bumped into her wheelchair in the elevator. After investigating the complaint, it was determined that the Tenant had breached his conditions to stay away from DD and the Tenant was later arrested on December 31, 2025.
11. Based on the uncontested evidence of the Landlord, I find on a balance of probabilities that the Tenant committed an illegal act in the residential complex when he told DD he would kill her. This is contrary to subsection 264.1(1) of the *Criminal Code*.

Daily Compensation, Rent Deposit & Filing Fee

12. In the application, the Landlord requested daily compensation for use and occupation of the rental unit for the period from December 31, 2025 to May 13, 2026. However, there was no evidence provided to suggest that the Tenant had not paid the rent for the aforesaid period. Accordingly, no daily compensation for this period shall be ordered.
13. Based on the monthly rent, the daily compensation is \$41.59. This amount is calculated as follows: $\$1,265.06 \times 12$, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,265.06 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$45.82 is owing to the Tenant for the period from October 31, 2024.

Relief from Eviction / Section 83 of the Act

16. The Landlord's Legal Representative requested termination of the tenancy. As the Tenant was not present to speak to their circumstances, the Landlord's Agent and the Legal Representative were asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. Both submitted that they were not aware of any such circumstances. That said, the Landlord's Agent did confirm that the Landlord provides housing to individuals with mental health issues and that this is a qualifying factor to

obtain housing with the Landlord. He also confirmed that the housing is subsidized and rents are often lower than market. Taking this into consideration, the Landlord's Agent stated that the Landlord was agreeable to a delay of eviction of up to 60 days.

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. However, having considered that the Tenant may be more vulnerable due to mental health issues, and the not uncommon challenge of finding affordable housing, I find that it would not be unfair to postpone the eviction until July 20, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 20, 2026.
2. If the unit is not vacated on or before July 20, 2026, then starting July 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 21, 2026.
4. The Tenant shall pay the Landlord compensation of \$41.59 per day for the use of the unit starting May 14, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 21, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Rachel Gibbons
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 January 21, 2027 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.