



**Order under Section 78(6)
Residential Tenancies Act, 2006**

File Number: LTB-L-020355-26

In the matter of: 815, 2455 RIVARD AVE
WINDSOR ON N8T3B3

Between: Windsor Essex Community Housing Corporation Landlord

And

De'Cean Baylis Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict De'Cean Baylis (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant failed to meet a condition specified in the mediated settlement signed by the parties on November 24, 2025 with respect to application LTB-L-064862-25.

A hearing was held by videoconference on April 8, 2026 to consider this application.

The Landlord's legal representative Brandon Valley, the Landlord's agent Rafat Abu Al Haija, and the Tenant attended the hearing. Marlene Hillman and Brenda Simons testified as witnesses in support of the Landlord.

Determinations:

1. The consent order mediated between the parties on November 24, 2025, provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the consent order.

The breach

2. I find that the Tenant did not meet the following conditions specified in the mediated consent order:
 - The Tenant and/or guests shall refrain from excess noise, or disturbances with loud music, dogs barking, and/or yelling or any other types of disruptive behaviour.

- The Tenant and/or guests shall refrain from smoking in hallways or common areas of the building.
3. The Landlord received three complaints of noise incidents preceding the filing of this application: February 28, 2026; March 1, 2026; and March 2, 2026. Redacted written complaints were presented by the Landlord at the hearing with respect to each of these dates. Marlene Hillman and Brenda Simons each testified to being the authors of these complaints. Ms. Hillman also submitted a complaint about a guest of the Tenant using substances in a stairwell on March 3, 2026.
 4. Ms. Simons testified that she lives in the unit below the Tenant's unit and that she filed a complaint about a continuous noise disturbance from the Tenant's unit from February 28, 2026, to March 1, 2026. She identifies people yelling, talking, and excessive foot traffic overnight as the disruptive behaviours and testified that she was unable to sleep well in her unit during this period. At the hearing, she described the noise as a "two-day party."
 5. Ms. Hillman is a tenant in the residential complex and also works as an on-site building attendant for the Landlord. She testified that she personally observed a guest of the Tenant exit the Tenant's unit, smoke in the stairwell, and then return to the Tenant's unit. She testified that she fielded multiple noise complaints from other tenants regarding noise coming from the Tenant's unit on or around March 1, 2026.
 6. The Tenant denies the events described in the Landlord's application. The Tenant testified that he was not present at the rental unit during this period and that he had no knowledge of the disruptive behaviour testified to by the witnesses at the hearing. He testified at other points that the other people in the building might be complaining about the noise he makes moving around the apartment.
 7. I find the Tenant's testimony not to be credible. He did not provide any coherent explanation of his whereabouts during the time in question. He could not explain how noise emanating from his unit could have been so severe to disrupt Ms. Simons continually for three days if he was not in the unit or if he did not authorize somebody else to be there. His explanations were shifting throughout the hearing.
 8. Ms. Simons and Ms. Hillman, by contrast, each provided consistent and clear testimony that was detailed and internally consistent. Their accounts were also consistent with one-another's testimony. For this reason, to the extent that they are inconsistent, I prefer the testimony of Ms. Simons and Ms. Hillman over the testimony offered by the Tenant.
 9. The application was filed within 30 days of the breaches.

Section 83 considerations

10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

11. The Tenant has already been afforded relief under section 83 with respect to the issues present in the current application but has apparently not made efforts to correct his behaviour or that of his guests. Per Mr. Al Haija, neighbours continued to make complaints about noise issues “almost immediately” after the consent order was issued and the Landlord made repeated efforts to resolve the situation before filing this application.
12. The evidence suggests that the Tenant is not taking responsibility for his own conduct. As such, another conditional order would not be appropriate. No circumstances were identified at the hearing that would justify relief in the form of a delay or denial of eviction. In my view, to afford further relief to the Tenant would be unfair to the Landlord, who has been more than patient with the Tenant and is also responsible for ensuring that other tenants are not prevented from reasonably enjoying their own units. The tenancy is unsustainable and therefore must be terminated.

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 June 7, 2026.
2. If the unit is not vacated on or before June 7, 2026, then starting June 8, 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 June 8, 2026.
4. The Tenant shall pay to the Landlord \$3.78 per day for compensation for the use of the unit starting April 9, 2026 to the date the Tenant moves out of the unit.

May 27, 2026
Date Issued

Jeremy Henderson
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 December 8, 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.