



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105593-25

In the matter of: BSMT, 177 BELL AVE
HAMILTON ON L8K 3E5

Between: Tracey Taylor Landlord

and

Diane Minxter Tenant

Tracey Taylor (the 'Landlord') applied for an order to terminate the tenancy and evict Diane Minxter (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

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 March 24, 2026.

Only the Landlord and her representative, Kimberley Farrell, attended the hearing.

As of 10:55 a.m. the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.

N7 Notice of Termination

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 14, 2025, the Landlord gave the Tenant an N7 notice with the termination date of November 24, 2025. The notice of termination contains the following allegations:

4. The Landlord stated that they live in the residential complex and the rental property does not have more than three residential units.
5. The Landlord testified that on or about September 10, 2025, she observed excessive clutter, garbage, and bugs in the rental unit which she believes created a fire hazard.
6. The Landlord also testified that on or about November 11, 2025, the Tenant and a guest pushed and interfered with the Landlord while she was using a shared laundry area. The Landlord further alleged ongoing harassment and interference with her reasonable enjoyment and also claimed the Tenant and/or her guests smoke in the unit.

Analysis and Findings

7. Subsection 65(1) of the Act states “a landlord who resides in a building containing not more than three residential units may give a tenant of a rental unit in the building notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the conduct of the tenant, another occupant of the rental unit or a person permitted in the building by the tenant is such that it substantially interferes with the reasonable enjoyment of the building for all usual purposes by the landlord or substantially interferes with another lawful right, privilege or interest of the landlord.”
8. In this case, the Landlord resides in the residential complex, which contains no more than three residential units. Therefore s.65(1) applies.
9. The Landlord testified that the Tenant and the Tenant’s guest engaged in aggressive and intimidating conduct towards her on September 10, 2025 and November 11, 2025. The

Landlord stated that the Tenant pushed her chest while following her into the Landlord's unit. On another occasion, the Tenant and a guest prevented the Landlord from accessing her door while she was using the shared laundry area. The Landlord stated that she felt fearful in her home and avoided interactions with the Tenant whenever possible.

10. The Landlord also testified that the Tenant and/or her guests smoke in the unit, that there is excessive clutter, garbage, and insects in the unit.
11. During the hearing, the Landlord had difficulty identifying when certain events occurred and whether the allegations in the notice related to separate incidents or the same interaction. When asked to explain the allegations regarding health and safety concerns caused by the condition of the rental unit, the Landlord provided vague description such as "mountains of clothes", "garbage", and "bugs", she could not provide detail about the extent of the condition, the layout of the unit, whether access routes were blocked, or how the condition created a serious fire risk. The Landlord provided generalized description of clutter and insects and did not provide evidence on why or how the condition of the unit created a serious safety risk.
12. In addition, the Landlord testified that she did not call the police regarding the alleged assault incidents because she was fearful of doing so but later stated she had called police on prior occasions and that they "did nothing about it." The Landlord's testimony lacked clarity and consistency regarding the events and the nature of the alleged assault or physical interactions, at times stating "pushing", blocking access, and at other times generalizing harassment over a prolonged period.
13. While I accept that the Landlord was a direct witness to the alleged incidents, I do not find the Landlord's testimony to be reliable because it was internally inconsistent and lacked details. In addition, the Landlord did not have any documents in support of her allegations contained on the notice of termination or to clarify the inconsistencies.
14. Accordingly, there was insufficient details for me to find that the Tenant has seriously impaired the safety of any person or that the Tenant used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises or that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord. Therefore, on a balance of probabilities I am not satisfied that the Landlord has proven the allegations contained on the notice of termination.

It is ordered that:

1. The Landlord's application is dismissed.

May 22, 2026
Date Issued

 Adeela Alvez
 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.