



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-002547-26

In the matter of: 4, 337 BOLER RD
LONDON ON N6K2K4

Between: Avaneu Fund 2 Single Family Rental GP Inc. Landlord

And

Kyle West Tenant
Amy Allen

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Avaneu Fund 2 Single Family Rental GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle West and Amy Allen (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 April 20, 2026.

Only the Landlord's agent, Marc Orticello ('MO'), the Landlord's legal representative, Angie Gravell ('AG'), and the Landlord's witness, Trevor Delamere ('TD'), attended the hearing.

As of 11:23 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 and the claim for compensation in the application.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. There are a total of 6 rental units in the residential complex.
4. On October 29, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. In the first N5 notice the Landlord alleged, among other things, that on August 7, 2025 the Tenant, Kyle West ('KW'), made verbal threats toward another tenant of the residential complex, pushed the other tenant to the ground, and applied force to their neck. The N5 notice also alleges that KW punched the other tenant in the head and threatening to "stomp" on them.
5. TD gave evidence about the August 7, 2025 incident. TD is another tenant in the residential complex, living in the unit directly above the rental unit. He said that on August 7, 2025 he was walking in a common area of the residential complex when KW began yelling that if he hears KW stomping again, he would kick his head in. TD said that KW then physically assaulted him, wrestling him to the ground, and KW had his arm on TD's neck.
6. I accept TD's evidence about the August 7, 2025 incident.
7. This is conduct that substantially interferes with TD's reasonable enjoyment of his own rental unit and the residential complex for all usual purposes. It also substantially interferes with the Landlord's lawful interest in discharging its obligations under the Act to provide reasonable enjoyment to other tenants. The Landlord has proven this allegation on a balance of probabilities, and the Landlord was therefore allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
8. On December 16, 2025, the Landlord gave the Tenant a second N5 notice of termination. In the second N5 notice, the Landlord alleges that:
 - a) On December 14, 2025 the Tenant was yelling at another tenant of the residential complex over a parking issue, and was repeatedly slamming their car door. The Tenant also made a gesture to another tenant of the residential complex implying that the Tenant wanted to fight; and
 - b) On December 15, 2025, the Tenant was again making gestures to another tenant of the residential complex implying that they wanted to fight, by waving his arms and making comments to instigate a confrontation, including the statement "I'll get you".
9. The Landlord also made allegations in the second N5 notice about alleged incidents on October 30 and November 5, 2025. Since these alleged incidents occurred within 7 days after service of the first N5 notice, they are not properly raised in the second N5 notice: see ss. 68(1), *Residential Tenancies Act, 2006*.
10. TD gave evidence about the December 14 and 15, 2025 incidents, and presented as evidence contemporaneous emails he sent to the Landlord about these incidents (DOC-7706140, pp. 23 and 41, respectively).

11. TD's evidence was that on December 14, 2025 he witnessed the Tenant yelling at another tenant and slamming car doors over a parking dispute. TD also presented evidence that on December 14, 2025, KW tried to intimidate him, and made gestures that he wanted to fight, including put the pizza he was holding on the ground and "staring [him] down". In TD's December 14, 2025 email, TD expressed that he gets anxious every time he comes and goes from his own unit/the residential complex, and this has negatively impacted his mental health. TD wrote that he fears the KW will "... blindside attack me again or another tenant".
12. TD's evidence was that on December 15, 2025 KW was again making gestures to TD suggesting that he wanted to fight.
13. I accept TD's evidence about the December 14 and 15, 2025 incidents.
14. Section 64 of the Act uses the word 'substantial' to qualify the interference covered by this provision. This means that mere annoyances or trivial incidents are not normally covered. It also uses the word 'reasonable' to qualify the enjoyment protected by this provision. This means that the standard to be applied is not that if the particular landlord or tenant before the LTB, but that of the reasonable landlord or tenant in similar circumstances: *TST-55210-14*, 2014 CanLII, 58631 (ON LTB), para 32.
15. I find that the Tenant's conduct alleged in the second N5 notice, described above, amounts more than a mere annoyance or trivial incident. KW's conduct toward TD was substantial on the standard of the reasonable tenant in similar circumstances. The Tenant's conduct substantially interfered with TD's reasonable enjoyment of his own rental unit and the residential complex for all usual purposes.
16. This conduct also substantially interfered with the Landlord's reasonable enjoyment of the residential complex for all usual purposes, and with the Landlord's lawful interest in discharging its obligations to ensure that other tenants of the residential complex have reasonable enjoyment of their units.
17. On or about October 3, 2025, the Landlord reached out to TD and the Tenant offering to try to mediate the ongoing issues between them. The Tenant and TD did not want to engage in mediation.
18. MO said that one other tenant has already moved out of the residential complex because of the Tenant's conduct.
19. TD said that on March 31, 2026 KW was accessing an area of the building leading to TD's unit, and there would not be any reason for KW to be there. TD believes KW was simply trying to "mess with" TD.
20. TD said that on April 3, 2026, KW was loudly knocking on TD's unit door, and there were slamming sounds inside the Tenant's rental unit. The police were called and spoke with the Tenant and TD. Later that same night, KW was again going up the stairs to knock on TD's door. TD called police again, who spoke with the Tenant, and the conduct then stopped for the day. TD believes KW was trying to intimidate him.

21. TD also described concerning behaviour involving KW following TD to his workplace, wearing strange clothing including a ski mask. This conduct, however, occurred outside the residential complex and is therefore beyond the LTB's jurisdiction.
22. Both TD and MO said that the issues with the Tenant's behaviour is ongoing.
23. The Landlord is not aware of any circumstances of the Tenant that would be relevant to whether eviction should be delayed or denied. AG said that the Tenant emailed her to inform her that they were going to move out on May 31, 2026.
24. 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. The tenancy is terminated as of May 31, 2026.
25. The Tenant was required to pay the Landlord \$4,293.12 in daily compensation for use and occupation of the rental unit for the period from January 7, 2026 to April 20, 2026. Any amount the Tenant paid for rent for this period shall be deducted from the amount owing.
26. Based on the monthly rent, the daily compensation is \$41.28. This amount is calculated as follows: $\$1,255.60 \times 12$, divided by 365 days.
27. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
28. The Landlord collected a rent deposit of \$1,195.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$111.90 is owing to the Tenant for the period from June 1, 2022 to April 20, 2026.
29. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 1, 2026.
4. The Tenant shall pay to the Landlord \$4,293.12, which represents compensation for the use of the unit from January 7, 2026 to April 20, 2026. Any amounts the Tenant paid for rent for this period shall be deducted from the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$41.28 per day for the use of the unit starting April 21, 2026 until the date the Tenant moves out of the unit. Any amount the Tenant has paid for rent for this period shall be deducted from the amount owing.

6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,306.90 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 28, 2026
Date Issued

Mark Melchers
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 1, 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.