



Order under Section 69 Residential Tenancies Act, 2006

Citation: LANG v NEELY, 2026 ONLTB 42424

Date: 2026-05-29

File Number: LTB-L-013429-26

In the matter of: 6, 402 SCENIC DR
LONDON ON N5Z3A8

Between: PHUOI LANG Landlord

And

CHRISTIAN NEELY Tenant

PHUOI LANG (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTIAN NEELY (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

This application was heard by videoconference on May 20, 2026.

The Landlord, the Landlord's legal representative Robert Fex, the Tenant and the Tenant's mother, Cheryl Neely, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the tenancy may be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 23, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served December 23, 2025. The notice of termination detailed information about excessive noise, including yelling and screaming at all hours of the day and night, bicycles being left in the hallways, damage cause to walls, a broken window in

the Tenant's unit, and water damage caused to a residential unit in the complex, unit 4 located directly below the Tenant's unit, due to unreported flooding in the Tenant's unit.

4. On February 11, 2026, the Landlord gave the Tenant a second N5 notice of termination deemed served on February 11, 2026. The notice of termination contains, in addition to the reasons in the first N5, the following allegations related to conduct that occurred after the first N5, particularly continued yelling, banging on the Tenant's door, a person was observed laying on the floor in the hallway of the residential complex and then attending to the Tenant's unit, and a loud physical fight between the Tenant and his guests.
5. A tenant from the residential complex testified about the impact of the loud noises to her and her family. She indicated that the Tenant's and his guests have interfered with their reasonable enjoyment. Due to the noise, they and their family members have been awoken, they are fearful and their packages have been stolen by the Tenant's guests.
6. The Tenant or an occupant of the Tenant's rental unit or a person permitted in the residential complex by the Tenant has engaged in yelling, loitering and fighting at the residential complex and the rental unit. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex. This conduct substantially interferes with a lawful right, privilege or interest of the Landlord and the other tenant.
7. The Landlord has not proven that the Tenant or an occupant of the rental unit or a person permitted in the residential complex by the Tenant has willfully or negligently caused undue damage to the rental unit or residential complex. I accept that there has been water damage to the unit and to the unit below. However, it was not proven that it was done willfully or negligently by the Tenant. The Tenant testified that the Landlord had been advised of a broken toilet and failed to attend to repair or replace the toilet. Moreover, although there is evidence that a window is broken in the Tennat's unit, there was no evidence to prove that the Tenant's window was broken willfully or negligently. Furthermore, the bicycle tire marks on the walls were also not proven to be negligent or willful damage to the residential complex. The unit is located on the top floor and there are no elevators. As such, it is not unreasonable that a tenant would have to carry their bicycle upstairs. I am not satisfied that the damage was willful or negligent.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$695.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$101.38 is owing to the Tenant for the period from June 27, 2018, to May 20, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. The Tenant has resided in their unit for approximately 8 years. He indicated it is affordable for him, and that he would not know where else to move to should he be evicted. The behaviour noted in the N5 notices of termination primarily relates to the behaviour and actions of someone visiting or living with the Tenant. Although a Tenant is responsible for the acts of those who visit or live with them, I find, based on the circumstances of this

case, and the impact of eviction to the Tenant, it would not be unfair to grant relief from eviction subject to conditions. I impose conditions because it provides the Tenant with an opportunity to correct his actions to preserve his tenancy, but at the same time, provide the Landlord the opportunity to seek termination of tenancy should the interfering behaviour continue.

12. 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 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.

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 is responsible for his own actions, **AND** the actions of his guests and occupants. In that regard, the Tenant, his guests or occupants of his unit:
 1. Shall not yell, scream or cause excessive noise at the residential unit and/or residential complex.
 2. Shall not loiter, sleep, lie down in the common areas, hallways or stairwells of the residential complex.
 3. Shall not take items that are located at the residential complex that do not belong to them.
3. If the Tenant, his guests or occupants of his rental unit fail to comply with the conditions 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. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026, at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Jeanie Theoharis
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 February 1, 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.