



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dell'Aquila v Leduc, 2026 ONLTB 41570

Date: 2026-05-29

File Number: LTB-L-064589-25

In the matter of: Room 5, 179 GLENDALE AVE
ST CATHARINES ON L2T2K4

Between: Ettore Dell'Aquila Landlord

And

Eden Elysse Leduc Tenant

Ettore Dell'Aquila (the 'Landlord') applied for an order to terminate the tenancy and evict Eden Elysse Leduc (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 November 20, 2025 and April 21, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issues

Adjournment request

1. At the outset, the Tenant requested an adjournment, stating that she could not access the Board's portal due to internet issues. While she stated the problem has been ongoing for three weeks, she admitted that she did not attempt to access the Board's file via a public library or similar setting which provided free internet use. She stated that not being able to see the Landlord's evidence or upload her own evidence would cause her significant prejudice.
2. The Board's file indicates that the Tenant accessed the Board's file on November 8, 2025 and consented to receive communications via email. The Tenant stated this was the last time her internet worked. She was calling into the hearing via telephone.

3. The Landlord opposed the adjournment request, stating that it was a delay tactic and the Tenant's behaviour was compromising the safety and reasonable enjoyment of other tenants in the residential complex.
4. Based on the submissions of the parties, I exercised my discretion to deny the adjournment request. Given that prior the parties participated in mediation earlier in the hearing day, I do not find it appropriate to request an amendment once that mediation failed. Furthermore, the Board's file indicates that the Board emailed the Tenant on August 10, 2025 providing her with pin access and that the Notice of Hearing was emailed to her on September 18, 2025. Given that neither email bounced back to the Board as undeliverable, I was satisfied that the Tenant had had sufficient access to the Board's file to review and upload evidence before her alleged internet issues. As well, the Tenant did not offer any explanation as to why she did not attend at place that offered free internet if she knew that her internet was not working and she had an upcoming hearing.

Application is amended

5. The rental unit is a bedroom inside a boarding house. There are six bedrooms in all (three on the main level and three on the lower level). Each bedroom has its own lock and each tenant has their own lease. They share the common area, including two bathrooms, living room and kitchen.
6. While the Landlord confirmed that the Tenant's room was number 5, he admitted that number was not on her room door. He stated that the tenancy agreement states, "assigned room" and that the Tenant was given the only empty bedroom in the home.
7. The Tenant stated that she did not know what number her bedroom was although she did know which room was her bedroom.
8. The Landlord subsequently stated that he would affix room numbers on each bedroom door. At the continuation of the hearing on April 21, 2026, the Landlord confirmed that the bedroom doors inside the residential complex were numbered, with the Tenant's bedroom identified as number 5.
9. As such, I exercised my discretion to amend the application to identify the unit as Room 5.

The Application

10. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
11. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial interference

12. On July 24, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination alleging that the Tenant disposed of items that did not belong to her, insulted people and yelled at them, making them feel unsafe. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

13. On August 7, 2025, the Landlord gave the Tenant a second N5 notice of termination alleging that broke her bedroom door, defecated and urinated inappropriately in the shared bathroom, wielded an axe, unplugged the WIFI and deliberately placed an electrical plug in water, causing other tenants to fear for their safety.

Landlord's evidence

14. The Landlord testified that he lives in Scarborough and there is no property manager. As a result, all tenants are asked to make a copy of their room key and hide it somewhere in the house in case they misplace their room key. He admitted that if he is not around and a tenant cannot find either of their keys, they cannot access their room. Given that the electrical panel is located in the Tenant's room, he admitted he had an extra key to her room hidden in the house in case it is needed.
15. He stated that on July 28, 2025 he received an email from another tenant in the building [Doc 6767187, page 3] advising that Tenant used an axe from the outdoor fire pit to break her bedroom door after locking herself out. The Landlord inspected the door when he visited the house on or around August 2 or 3, 2025. He did not discover any damage to the door, only that the Tenant had replaced her lock.
16. He stated that he received complaints that the Tenant was urinating in the garbage bin beside the toilet in one of the common bathrooms. He produced an email from another tenant dated August 4, 2025 (attached to the second N5 notice) but admitted that the email did not disclose that the Tenant had used the bathroom inappropriately.
17. The Landlord stated that:
 - the Tenant was annoying other tenants by taking clean dishes from the drying rack and placing them back into the sink. While the Landlord produced an email dated July 28, 2025 from another tenant [Doc 6767182, page 1] to support his testimony, the email does not say the Tenant was taking cleaned dishes and placing them back in the sink; it only states that the Tenant was piling dishes in the sink.
 - the Tenant has invaded other tenant's personal space and made gestures suggesting she wants to fight. The Landlord produced an email dated July 5, 2025 from another tenant [Doc 6767171, page 1] which alleged that the Tenant threatened the other tenant with a black eye and wanted to fight.
 - He also produced an email dated July 31, 2025 from another tenant [Doc 6767171, page 2] which states that the Tenant is accusing the Landlord of mischief in the home (throwing out tenant belongings, rearranging things, etc.)
 - the Tenant's behaviour (i.e. unplugging the Wi-Fi, rearranging things, writing messages on the whiteboard, etc.) was making other tenants uncomfortable [Doc 6767171, page 2]
 - the Tenant assaulted another tenant by slamming a fire door shut on the other tenant's knee [Doc 6767171, page 5]
 - the Tenant using an axe to try to open the lock on her door [Doc 6577586]

- the Tenant wielding a metal bar in her hand [Doc 6577587]
 - the Tenant unplugged a fan in the kitchen and placed the plug in a pet water bowl [Doc 6767171]
 - the Tenant stole a gym membership card from another tenant's room for her own use [Doc 6767193]
18. The Landlord stated that other tenants complained about personal items being taken from their rooms or delivered packages and new items being thrown in the outside garbage.
19. The Landlord stated that after the N5 notice was served, the Tenant's behaviour became worse, namely that the Tenant:
- entered another tenant's locked room, messed up the room and took items out of the room.
 - banged on the door for two hours after locking herself out of her room
 - turned the breaker off for the hot water when she went out.
 - is continuing to be aggressive towards other tenants, bordering on physical assault [Doc 7668472 – video taken on March 6, 2026]
 - threw a notice of entry back at the Landlord when he was serving the Tenant on March 6, 2026 [Doc 766961 – video taken by Landlord]
 - disparaged another tenant because they had a disability [Doc 6776950, page 1]
20. The Landlord admitted that he attends that the residential complex every two to three weeks to inspect the home and each tenant's room.

Tenant's evidence

21. With respect to the alleged incidents on the second N5 notice, the Tenant testified that she did not take cleaned dishes from the drying rack and put them back into the sink. She does not deny that she used an axe that she found outside the house to remove the lock from her door but stated that she only did so after her key disappeared and the Landlord told her to deal with it because he was over ten hours away. She replaced the lock the same day with a new one. She denied that she ever wielded that axe at anyone.
22. The Tenant stated that she has never been aggressive to other tenants in the household and that the videos produced by the Landlord actually show that other tenants have been verbally aggressive towards her, calling her derogatory names, swearing at her and picking on her due to her appearance (i.e. red hair) and first name. She denied ever defecating or urinating in appropriately in the common bathroom.
23. During another incident where she was locked out of her room, she used a piece of metal which again she found outside of the house, to break the lock on her door. She had to use the metal because one of the tenant's had taken the axe, claiming it was theirs. She said she has had to change her lock now about five times because sometimes when she is in the

kitchen or the bathroom, her room key disappears. She believes the other tenants are taking her key.

24. She does not deny that police were called multiple times but states this was because of verbal assaults from a male tenant called Tray. Police told him not to have any communication with her because his behaviour was bordering on criminal harassment. She admitted that police have been called about her on several occasions, but stated they were false allegations that she needed a wellness check.
25. She denied that she;
 - unplugged the Wi-Fi, stating that it was the other tenants who actually unplugged the router and hid it.
 - ever placed an electrical plug in water and believes that that incident was staged.
 - ever entered another tenant's room.
 - ever entered the furnace room and turned off the hot water tank.
 - put paper in the access locks for the house.

Analysis

26. To establish substantial interference, the Landlord must demonstrate conduct that is serious, ongoing, or reasonably likely to disrupt the ordinary use and enjoyment of the premises.
27. The N5 notice is largely comprised of incidents alleged by the other tenants in the home. None of those tenants attended the hearing to provide *viva voce* evidence. The Landlord did not call any witnesses who had actual knowledge of the incidents and instead relied on hearsay evidence. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. I find that the hearsay evidence was neither reliable nor necessary as no sufficient reason was provided as to why the other tenants could not have attended the hearing to present direct evidence. There was no evidence which would cause me to believe that the Tenant would retaliate against the other tenants had they testified.
28. With respect to the incidents on the N5 notice, the Landlord admitted that the Tenant did not cause any damage to the door to her room, no one saw her urinating or defecating inappropriately in the common use bathroom, no one saw her unplugging the Wi-Fi or placing an electrical plug in water and no one saw her turn off the hot water breaker.
29. I am not satisfied that the Landlord's video [Doc 6577586] shows the Tenant wielding an axe and threatening other tenants. I accept the Tenant's evidence that she was using the axe to take the lock off her bedroom door when she was locked out and did not see evidence of threatening behaviour from the Tenant in that video. Similarly, in my view, the Landlord's video [Doc 6577587] of the Tenant holding a metal bar does not show the Tenant threatening the other tenants with the bar. I prefer the Tenant's evidence where the parties' evidence

conflicts because I find it is consistent with the objective evidence (i.e. lack of damage, video content).

30. While the Landlord stated that other tenants complained about personal items being taken from their rooms or packages and new items being thrown in the outside garbage, he admitted that no one saw the Tenant taking those items or throwing those items out. There was no explanation as to how it was possible for the Tenant to enter another tenant's room if it was locked.
31. Although the Landlord's video taken on March 6, 2026 [Doc 7668472] shows that the Tenant is arguing with another tenant, I do not find that the Tenant's actions in that video evidences a physical assault or even the possibility of physical assault. I accept that shared living arrangements can lead to naturally higher friction but am mindful that not all conflict results in substantial interference.
32. Given the lack of direct evidence, I am not satisfied that the Landlord has established the alleged conduct on a balance of probabilities. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 29, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.