



Order under Section 69 Residential Tenancies Act, 2006

Citation: COLLINGWOOD NON PROFIT HOUSING CORPORATION C/O BAYSHORE
PROPERTY MANAGEMENT INC v HUNTER, 2026 ONLTB 42737

Date: 2026-05-29

File Number: LTB-L-014420-26

In the matter of: 410, 250 ERIE ST
COLLINGWOOD ON L9Y1P7

Between: COLLINGWOOD NON PROFIT HOUSING CORPORATION C/O BAYSHORE PROPERTY MANAGEMENT INC Landlord

And

STEPHANIE HUNTER Tenants
ANTHONY HEWITT
ADAM HEWITT
CHRISTOPHER HUNTER-HALL
DANTE HUNTER-HALL

COLLINGWOOD NON PROFIT HOUSING CORPORATION C/O BAYSHORE PROPERTY MANAGEMENT INC (the 'Landlord') applied for an order to terminate the tenancy and evict STEPHANIE HUNTER, ANTHONY HEWITT, ADAM HEWITT, CHRISTOPHER HUNTER-HALL and DANTE HUNTER-HALL (the 'Tenants') because of an illegal act and serious impairment of safety. 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 May 26, 2026.

The Landlord's representative Cassandra Weatherson, the Tenants Stephanie Hunter and Anthony Hewitt, and the Tenants' representative Andrea Koenigs attended the hearing. Barbara Barrett and Carla Munro testified for the Landlord.

Reasons:

1. The Landlord applies to terminate the tenancy based on an N6 notice alleging that one of the Tenants, Stephanie Hunter, committed an illegal act, and an N7 notice alleging that Ms. Hunter seriously impaired the safety of a person in the residential complex.
2. For the following reasons, I find that on February 4, 2026, Ms. Hunter committed an assault against the Landlord's property manager, Barbara Barrett. Unfortunately, Ms.

Hunter intends to continue assaulting Ms. Barrett going forward. The tenancy will be terminated.

Context

3. The February 4 incident occurred because Ms. Hunter holds a longstanding grudge against Ms. Barrett. Roughly 18 years ago, Ms. Barrett reported to a Children's Aid Society (CAS) that she was concerned about the wellbeing of two of Ms. Hunter's children. The CAS investigated, and as a result of the investigation, removed the children from Ms. Hunter's custody for a period of time.
4. 18 years later, Ms. Hunter still blames Ms. Barrett for the temporary loss of her children. Her attitude is not reasonable. If a person is concerned that a child might be in danger, their proper course is to report their concern to a CAS. It is the CAS's role to investigate and determine whether there is a child welfare issue and, if so, what intervention is appropriate. If Ms. Hunter feels that her children ought not to have been removed from the home, she should blame the CAS for making the wrong decision. Ms. Barrett is not responsible for what happened to Ms. Hunter's children.
5. Nonetheless, Ms. Hunter maintains a grudge against Ms. Barrett. She testified that seeing Ms. Barrett gives her post-traumatic stress disorder (PTSD). However, there is no medical evidence before me to substantiate PTSD, and no evidence that Ms. Hunter experiences any of the symptoms of PTSD. I take her testimony to mean that she gets angry when she sees Ms. Barrett.
6. As a result, Ms. Hunter has declared that she will not allow Ms. Barrett in the rental unit.

Did Ms. Hunter commit an illegal act?

7. On January 8, 2026, the Landlord gave a notice stating that its agents would enter the unit on February 4, 2026 for the purpose of conducting an annual fire inspection and unit inspection. The notice stated that Ms. Barrett, fire department inspectors, and another employee of the Landlord would enter the unit. The Tenants do not dispute that the notice was a valid notice of entry pursuant to section 27 of the *Residential Tenancies Act, 2006* (RTA).
8. On February 4, Ms. Barrett attended the unit along with fire inspectors and the Landlord's superintendent. Pursuant to section 27, the Landlord had a right to have Ms. Barrett enter the unit for the purpose of conducting the annual inspection. However, when they arrived, Ms. Hunter told them that the fire inspectors and superintendent could enter, but that Ms. Barrett could not.
9. Ms. Barrett nonetheless tried to enter the unit, coming partway through the door. Ms. Hunter attempted to push her out of the unit. With one hand, she pushed on the door, which pushed against Ms. Barrett. With the other hand, she either pushed on Ms. Barrett's chest, or grabbed Ms. Barrett's sweater and bra and shook her. The witnesses have different recollections as to whether Ms. Hunter grabbed Ms. Barrett or merely pushed her.

10. Section 265(1) of the *Criminal Code* provides that a person commits an assault when “without the consent of another person, he applies force intentionally to that other person, directly or indirectly.”
11. There is no dispute that Ms. Hunter applied force to Ms. Barrett. With one hand, she applied force indirectly by pushing the door into Ms. Barrett. With the other hand, she applied force directly by either pushing or grabbing Ms. Barrett’s chest. She applied the force intentionally, for the purpose of removing Ms. Barrett from the rental unit. Ms. Barrett did not consent. Ms. Hunter’s actions constituted assault within the meaning of the *Criminal Code*, and were therefore an illegal act

Did Ms. Hunter seriously impair a person’s safety?

12. On the other hand, the Landlord has not proved on a balance of probabilities that Ms. Hunter seriously impaired Ms. Barrett’s safety. On the evidence before me, the assault was relatively minor.
13. The Landlord argues that Ms. Barrett could have fallen, which could have caused her injury because she is 66 years old. However, there is no evidence that Ms. Barrett suffers from any frailty, age-related or otherwise, that would make a fall dangerous to her. The evidence also does not establish that there was any real risk that Ms. Barrett could fall as a result of being pushed out of the unit.
14. The Landlord also relies on *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), in which the Divisional Court held that verbal threats can constitute a serious impairment of safety if the offender has a clear intention to act on the threats. I do not find *Furr* to be applicable in the present case, as there is no evidence that Ms. Hunter threatened any additional violence beyond pushing Ms. Barrett out of the unit.

Should eviction be refused?

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA, and find that it would be unfair to refuse eviction pursuant to subsection 83(1)(a) of the RTA.
16. Ms. Hunter’s offence was relatively minor, and if she had been willing to refrain from assaulting Ms. Barrett going forward, I would have granted relief from eviction. I would have issued a conditional order under section 78 of the RTA, permitting the tenancy to continue provided that there were no further assaults.
17. Unfortunately, Ms. Hunter did not testify that she will refrain from assaulting Ms. Barrett going forward. She maintained her position that she will not under any circumstances allow Ms. Barrett in the rental unit. I take her to mean that if Ms. Barrett tries to enter again, she will push her out again.
18. The Landlord has a right to have its agents enter the unit in accordance with section 27. On the evidence before me, whenever the Landlord attempts to exercise that right in respect of Ms. Barrett, Ms. Hunter intends to assault Ms. Barrett for the purpose of preventing the exercise of the Landlord’s right. In those circumstances, it would be unfair to the Landlord to permit the tenancy to continue.

19. The tenancy will therefore be terminated.

Should eviction be postponed?

20. It would not be unfair to postpone eviction until August 31, 2026.

21. The Landlord argues that there have been other violent incidents recently, such that the tenancy poses an ongoing safety risk. I am not persuaded by that argument. One of the incidents involved a broken window, which Ms. Hunter testified was accidental. I have no reason to doubt her testimony.

22. The other incident may have been subject to a publication ban, which might have prohibited the Landlord from putting it into evidence in this proceeding. I invited submissions on whether there was a publication ban that would bar the evidence, but in the interest of time, the Landlord opted not to pursue the matter. I have therefore not considered that alleged violent incident.

23. In all the circumstances before me, it would not be unfair to give the Tenants two months to find a new home. On the evidence before me, Ms. Barrett does not often enter rental units in the building – she mostly attends for annual inspections. It will not be unduly onerous if she has to avoid entering the Tenants' unit for the next two months.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.
4. The Tenants shall pay the Landlord \$2,694.90, which represents compensation for the use of the unit from March 10, 2026 to May 26, 2026.
5. The Tenants shall also pay the Landlord compensation of \$34.55 per day for the use of the unit starting May 27, 2026 until the date the Tenant moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenants must pay the Landlord is \$2,880.90, less any rent already paid for the relevant time period.
8. If the Tenants do not pay the Landlord the full amount owing on or before August 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Dale Whitmore
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 March 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.