



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc., C/O Skyline living v Chattaway, 2026 ONLTB 41337

Date: 2026-06-01

File Number: LTB-L-002622-26

In the matter of: 910, 47 VILLAGE DR
KINGSTON ON K7K6K6

Between: Skyline Real Estate Holdings Inc., C/O Landlord
Skyline living

And

Clista Chattaway Tenant

Skyline Real Estate Holdings Inc., C/O Skyline living (the 'Landlord') applied for an order to terminate the tenancy and evict Clista Chattaway (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, Stephanie Watson ('SW'), the Landlord's witness, Makayla VanRiel ('MV'), and the Landlord's legal representative, Trevor Scheib ('TS'), attended the hearing.

As of 9:55 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

First N5 Notice

3. On November 11, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination pursuant to section 64 of the *Residential Tenancies Act, 2006* (the 'Act') (the 'First N5 Notice'). In the First N5 Notice, the Landlord alleges that on May 4, 2025, May 12, 2025, July 23, 2025, July 26, 2025, October 28, 2025, and November 28, 2025, the Tenant spoke to and treated the Landlord's staff and contractors in a belligerent and hostile way, including shouting and yelling at these individuals.
4. MV is an assistant resident manager at the residential complex. She gave evidence about the July 26, 2025 allegation. She presented as evidence an incident report that she created relative to this incident, reported on July 27, 2025 (DOC-7751713, pp. 29-33).
5. On July 26, 2025, MV first received a buzzer call and then a phone call from the Tenant complaining that there were unsupervised children on their bikes an exterior common area of the residential complex who were intentionally tormenting her dog. MV said she looked outside, but found the children on bicycles were not in the area the Tenant claimed they were, and they were being supervised by an adult.
6. During the phone call, the Tenant stated "... you live on site, like seriously this is ridiculous, if this keeps happening I will be calling bylaw and children's services. You have 1 hour". As MV tried to explain that she would look into the complaint further, the Tenant got angry and hung up. After MV saw that there was no issue with the children's behaviour when she saw them, she left it alone.
7. About 40 minutes later, the Tenant again called MV through the building's buzzer. The Tenant complained that there were children "messing around" in the building lobby, unsupervised. Shortly after this, before MV had a chance to check the lobby, the Tenant phoned MV and began screaming at her.
8. At the same time, SW's husband was entering the lobby. There were children present, but they were not doing anything. They were crying because the Tenant had yelled at them. About 30 minutes later, MV received a phone call from Child and Family Services, who the Tenant had contacted, alleging the children were being left unsupervised for long periods. MV explained that the children were in fact supervised, and the Child and Family Services Worker said they would close the file.
9. MV also presented as evidence an audio recording of one of the phone calls described above (DOC-7751726). In the recording, the Tenant can be heard screaming in a belligerent and abrasive manner at MV, telling her to "... go deal with those children now".
10. 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 would not normally warrant the issuance of an N5 notice. 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 of the particular individual before the LTB, but that of the reasonable individual in similar circumstances: *TST-55210-14*, 2014 CanLII, 58631 (ON LTB), para 32.
11. The Tenant's belligerent and abrasive treatment of MV substantially interfered with the reasonable enjoyment of MV, the Landlord's employee and a tenant of the building. The

disrespectful and abrasive screaming by the Tenant was more than a mere annoyance or trivial incident on the standard of the reasonable individual in similar circumstances.

12. I also find that this conduct substantially interfered with the Landlord's lawful interest in discharging its obligations under the *Occupational Health and Safety Act*, RSO 1990, c. O.1 (the 'OHSA') to provide its employees with a harassment-free work environment. On July 26, 2025, MV was a "worker" in a "workplace" as defined in the OHSA, and the Tenant's conduct that day was a course of vexatious comment or conduct against MV that was known, or ought reasonably to have been known, to be unwelcome: see ss. 1(1) and Part III.0.1, *Occupational Health and Safety Act*, RSO 1990, c. O.1.
13. For the foregoing reasons, I find the Landlord proved the July 26, 2025 allegation from the First N5 Notice on a balance of probabilities. I therefore find that the First N5 Notice was valid, and the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the Act.

Second N5 Notice

14. On January 9, 2026, the Landlord gave the Tenant a second N5 notice of termination (the 'Second N5 Notice'). In the Second N5 Notice, the Landlord alleged that on January 7, 2026, the Tenant phoned the resident manager complaining that the elevators were not working. At the time, one of the two elevators was being serviced, and the resident manager informed the Tenant that her complaint about the second elevator was being investigated, at which time the Tenant began yelling at the resident manager. Later that day, once the issue with the elevator was resolved, the Tenant made rude comments to the assistant resident manager in the presence of other tenants, and could then be heard yelling as she exited the building.
15. SW is the resident manager at the residential complex. She gave evidence about this incident, and presented as evidence an incident report she prepared relative to this incident on January 7, 2026 (DOC-7751726, pp. 52-56).
16. SW explained that at the time, one of the building's elevators was being serviced, but the other was working. On January 7, 2026 she received a phone call from the Tenant, who was very upset and was waiting for the elevator. SW told the Tenant she would investigate. SW checked the elevator and said it seemed to be working intermittently. She said that the Tenant then began screaming at her on the phone.
17. According to the contemporaneous incident report, the elevator technician who was on site working on the second elevator addressed the issue within minutes.
18. Like the July 26, 2025 incident, I find that the January 7, 2026 incident substantially interfered with the reasonable enjoyment of the Landlord's employee, SW. This was more than a mere annoyance or trivial incident. This is conduct that the Landlord's employees should not have to experience while doing their jobs. This also substantially interferes with the Landlord's lawful interest in discharging its obligations under the OHSA to provide employees with a harassment-free work environment. SW was a worker in a workplace as defined in the OHSA, and the Tenant's conduct met the definition of "workplace harassment" in the OHSA because it was a course of vexatious comment or conduct toward SW that the Tenant knew or ought to have known to be unwelcome.

Relief From Eviction

19. SW said that this incident felt harassing because of the screaming and the fact that the Tenant made repeated calls in a short period of time about the same issue while SW was actively trying to address the issue. SW said this behaviour is typical of the Tenant whenever she phones SW. SW said that this incident was not isolated, and similar events have occurred since January 7, 2026.
20. MV said that similar issues with the Tenant are ongoing, and that the Tenant is generally irate when communicating with the Landlord's employees. She said that she feels nervous when the Tenant calls, gets uncomfortable, and avoids the 9th floor where the Tenant lives as much as she can.
21. SW said the Tenant has a young child living with her, but was not aware of any other circumstances of the Tenant that would be relevant to whether I should exercise my discretion to delay or deny eviction.
22. TS submitted that the Tenant's belligerent conduct is repetitive, persistent, ongoing, and has not been curbed by service of the N5 notices. TS submitted that the tenancy should be terminated, with a short delay of eviction to allow the Tenant time to secure other accommodation.
23. The Tenant's behaviour is unacceptable and unchanged by service of the N5 notices, and I find that an order terminating the tenancy and evicting the Tenant is warranted. Given that the Tenant has a young child living with her in the unit, eviction will be postponed to June 30, 2026 to give the Tenant a reasonable amount of time to secure other living accommodation.
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 not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

Daily Compensation for Use and Occupation

25. The Tenant was required to pay the Landlord \$4,795.70 in daily compensation for use and occupation of the rental unit for the period from February 10, 2026 to April 20, 2026. Any amount the Tenant has paid for rent for this period shall be deducted from the amount owing.
26. Based on the monthly rent, the daily compensation is \$68.51. This amount is calculated as follows: \$2,083.89 x 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 \$2,083.89 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$49.88 is owing to the Tenant for the period from March 1, 2025 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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$4,795.70, which represents compensation for the use of the unit from February 10, 2026 to April 20, 2026. Any amount the Tenant has paid for rent for this period is deducted from the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$68.51 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 is 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 \$2,133.77 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 total amount the Tenant must pay the Landlord is \$2,847.93, less any amount the Tenant has paid to the Landlord for rent for the periods described in paragraphs 4 and 5 of this order.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 1, 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 January 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.