



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jipson v Gay, 2026 ONLTB 42273

Date: 2026-06-03

File Number: LTB-L-009325-26

In the matter of: Unit B, basement, 250 MCELROY DR
KANATA ON K2L1Y4

Between: Chase Jipson Landlords
Joshua Jipson

And

Kevin Gay Tenant

Chase Jipson and Joshua Jipson (the 'Landlords') applied for an order to terminate the tenancy and evict Kevin Gay (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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 March 5, 2026.

Only the Landlords attended the hearing. The Landlords' witness, E. Dion, also attended the hearing.

As of 2:20 p.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 Landlords have 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.

3. On January 28, 2026, the Landlords gave the Tenant an N7 notice of termination. The N7 notice alleges that on January 27, 2026, the Tenant was violently throwing snow at the window of the upstairs tenants, that he uttered violent threats to them that resulted in a call to the police. It also alleged that he repeated the behaviour an hour later.
4. The residential complex is a house with two rental units, basement and main. The Tenant moved into the basement unit on May 1, 2023. There is another tenant, Marlin Gay, listed on the lease agreement, but he is the Tenant's minor child who is about 10 years old.
5. The Landlords' main witness was E. Dion (ED), a tenant in the upper unit. She lives in the unit with her partner David. ED said that she and David had not seen Marlin in the unit with his father since June 2025. She testified about the incident of January 27, 2026. She said that when she was making dinner after work, at approximately 5:20 p.m., she heard the Tenant swearing and yelling something incoherent. She said the yelling escalated to accusations expressing anger that "you're going to get me evicted". She said she believed the yelling was directed at her and her partner because the Tenant lives alone in the unit and he referred to "David", her partner, when he was yelling. She said she heard him yell, "David, I'm going to get my vengeance." ED said that she moved into her unit in April 2025, and after she no longer saw Marlin with his father in June 2025, she noted that the Tenant appeared isolated and alone most of the time.
6. ED said that when she and David realized that the Tenant was not going to stop yelling, they yelled at him to shut up and he replied "f—k off" through the wall, and then he came stomping up the stairs to the fire door connecting the units. She said that the Tenant banged on the door, yelled at them and repeated that he was going to get vengeance. She said that he then began to violently shovel snow directed at their windows, and he yelled for David to come outside. ED said that the Tenant continued to stomp up and down stairs and yell for a few more hours. She said that they called the police, and the police came at around 8 p.m. ED said that the police went to the Tenant's door but he did not answer, he became quiet, and he did not open the door.
7. ED said that after the incident, she and David left their unit to stay somewhere else, and they have not been back to sleep in their unit since that night. They have been staying in an Airbnb since February 1, 2026, because, she said, they take the Tenant's threats seriously and they do not know what the Tenant is capable of.
8. ED said that she had not seen the Tenant acting violently prior to January 2026, but she observed him yelling, angry and throwing things at the ceiling or the wall. She said that she heard him yelling about a "f—ing asshole", and she thinks it was the Tenant yelling at his cat. She said that the Tenant reacts angrily when she or her partner drop a spoon, or anything, on the floor. For example, she said that soon after they moved in, they heard the Tenant yelling and swearing, stomping up and down stairs when they used a blender at 7:45 a.m. in the morning. ED said that she works from home but she "walked on eggshells" at all times, trying to make as little noise as possible.
9. ED said that she does not know why the Tenant is so angry with them. However, she said that there was an incident in the summer when they saw the Tenant playing in the backyard with a child. She said that she confirmed with the Landlords that the backyard

was for their exclusive use, and the Landlords informed the Tenant not to use the backyard. She said that after that, around the same time, the Tenant slammed his door so aggressively that the house shook. She said that he displayed extreme anger towards her and David. Consequently, she said that she will not go back to her unit to live there until the Tenant is gone because she does not feel safe.

10. The Landlord, C. Jipson (CJ) said that when he asked the Tenant to provide sole access to the backyard to ED and David, he received a text response on May 25, 2025, that he submitted into evidence. The text said, "What kind of a jealous, pathetic, sack of s---t would complain when they see a father and son using a slip and slide on a lawn they haven't used once in the 2 months they've lived here? I'll tell you. A greasy, pathetic, jealous, sack of s---t!....." CJ also submitted into evidence a text he received from the Tenant on July 22, 2025, after the Landlords inquired about a late rent payment. The text said, "Because of your eviction threat and the slip and slide incident, I've had Marlin taken away from me. I haven't seen or talked to him in 25 days. F---k you for that! Send it in, buddy. I'll be caught up by the time the court date rolls around pr---k."
11. The Landlord, J. Jipson (JJ) said that he has had more contact with the Tenant than CJ. He said that it was he who served the Tenant with the N4 notice of termination, and the Tenant said to him, "why you f---ing doing this to me." He said that the Tenant was agitated, swearing, had his fists clenched and he was shaking.
12. The Landlords submit that the Tenant has seriously impaired the safety of the residential complex with his threats of bodily harm and revenge. They submit that his threats and rage have led the upstairs tenants to call the police and then remove themselves from the residential complex because of the Tenant's erratic behaviour. They submit that they have a duty to protect and keep the residential complex safe for all their tenants, and they are suffering prejudice because they have had to pay for ED and David to stay in an Airbnb for a period of months.

Reasons and Analysis:

13. For the reasons that follow, I find, on a balance of probabilities, that the Tenant has seriously impaired the safety of other tenants, and the conduct occurred in the residential complex.
14. The Landlords had text evidence, as well as personal observations, of the Tenant reacting extremely angrily, and in a rage, to justified requests like asking the Tenant to pay the rent or politely asking him not to use the backyard, which he is not entitled to use. They also had video evidence of the Tenant yelling and swearing loudly enough that it came through the door of the upstairs unit. The texts are full of swearing and threats, and both ED and the Landlords testified about the Tenant swearing and threatening them within their earshot. On January 27, 2026, the Tenant actually threatened vengeance against ED's partner. It is clear from the text evidence that the Tenant blames either them or the Landlords for the loss of custody of his child Marlin, and this has enraged him. That supports ED's belief that the Tenant was swearing vengeance on January 27, 2026, because he blames them for something.

15. On January 27, 2026, the Tenant's yelling and swearing escalated to the point of violence against the upstairs tenants, with the Tenant throwing things against their window. They called the police as a result of this behaviour, and they removed themselves from the unit because they have no idea how violent the Tenant may become. ED testified that she and David are terrified to return to their home, and the Landlords have been obliged to put them up in an Airbnb for a number of months until they can evict the Tenant.
16. Serious impairment to safety does not only include physical impairment to safety, but also the well founded belief that someone's safety is impaired. I do not find it unreasonable that ED and David would be terrified of the Tenant after he yelled and swore at them, threatened vengeance, and then violently threw things at their window, for a number of hours, and they had no idea what provoked his behaviour. For ED and David, the Tenant's behaviour seemed to come from out of nowhere. I find that the Landlords have proved, on a balance of probabilities, that the behaviour of the Tenant has impaired safety in the residential complex.
17. Based on the monthly rent, the daily compensation is \$58.52. This amount is calculated as follows: $\$1,780.00 \times 12$, divided by 365 days.
18. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlords collected a rent deposit of \$1,780.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$124.13 is owing to the Tenant for the period from March 28, 2023 to March 5, 2026.

Section 83 Considerations:

20. I have considered all of the disclosed circumstances above 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 for the following reasons. The Landlords have demonstrated the Tenant to be an angry person, blaming others for his misfortunes, and not willing to take any personal responsibility for either failing to pay the rent or losing custody of his child. He resorts to threats and violent, enraged and irrational behaviour seemingly unprovoked. He did not attend the hearing to either reasonably explain his behaviour, or to provide any evidence about why eviction should be delayed or denied. The Landlords are suffering ongoing prejudice while the Tenant remains in the unit, unable to ensure the safety of their other tenants, and having to pay for ED's temporary residence in an Airbnb. Consequently, I find that it is prejudicial to the Landlords for the tenancy to continue any longer.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 8, 2026.

2. If the unit is not vacated on or before June 8, 2026, then starting June 9, 2026, the Landlords 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 Landlords on or after June 9, 2026.
4. The Tenant shall pay the Landlords compensation of \$58.52 per day for the use of the unit starting March 6, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. The Landlords owe the Tenant \$1,904.13 which is the amount of the rent deposit and interest on the rent deposit, and this will be deducted from any amount owing by the Tenant.
7. The Landlords are authorized to deduct from amount owing to the Tenant \$58.52 per day for compensation for the use of the unit starting March 6, 2026 to the date the Tenant moves out of the unit.
8. The Landlords or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 3, 2026
Date Issued

Nancy Morris
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 9, 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.