



Order under Section 78(6) Residential Tenancies Act, 2006

File Number: LTB-L-042621-26

In the matter of: 604, 136 ALBERT ST
LONDON ON N6A1M2

Between: LONDON & MIDDLESEX COMMUNITY HOUSING Landlord

And

Michael Magee Tenant

LONDON & MIDDLESEX COMMUNITY HOUSING (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Magee (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on August 29, 2025, with respect to application LTB-L-055580-25.

This application was decided without a hearing being held.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenant has not met the following condition specified in the order: **The Tenant failed to refrain from aggressive behaviour and intimidation of other residents, or their guests and Landlord's staff members or people working for the Landlord at the residential complex.**
 - a. On April 20, 2026, at approximately 10:45 a.m., two London & Middlesex Community Housing security guards attended the rental unit complex to assist with a medical emergency. The Tenant interacted with staff in a distracting, aggressive manner that interfered with the staff members performing medical assistance.
3. The previous application includes a request for an order for compensation for damage and the order requires the Tenant to pay an amount for damage. Accordingly, the Landlord is entitled to request an order for compensation for damage.
4. The Landlord collected a rent deposit of \$139.00 from the Tenant and this deposit is still being held by the Landlord.

5. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2026, to June 2, 2026.
6. 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. Order LTB-L-055580-25 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 13, 2026.
3. If the unit is not vacated on or before June 13, 2026, then starting June 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 June 14, 2026.
5. As of the date of this order, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the compensation for damage the Landlord is entitled to by \$140.22*.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 2, 2026
Date Issued

Kelly Delaney
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

The Tenant has until June 12, 2026, to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by June 12, 2026, the order will be stayed, and the LTB will schedule a hearing.

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 expires on December 14, 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.

* Refer to the attached Summary of Calculations.

Summary of Calculation**Amount the Tenant must pay the Landlord:**

Reason for amount owing	Period	Amount
Amount of compensation for damages owing from previous order		\$0.00
Less the rent deposit:		-\$139.00
Less the interest owing on the rent deposit	January 1, 2026, to June 2, 2026	-\$1.22
Total the Tenant must pay the Landlord:		- \$7.92