



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-013170-26

In the matter of: Unit 114, 5130 PORTAGE RD
NIAGARA FALLS ON L2E6Z4

Between: Niagara Regional Housing Landlord

And

Jeff McMurray Tenant

Niagara Regional Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Jeff McMurray (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 May 19, 2026.

Only the Landlord's Agent, Dina Delgrande, and the Landlord's Legal Representative, Sara Mathew, attended the hearing.

As of 1:51 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 Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I am satisfied that a conditional order is appropriate in these circumstances.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination:

3. On December 18, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant had substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant. The specific allegations related to:
 - Making a threat to have his dog bite other residents.
 - Placing notes with inappropriate language on doors for other units.
 - Installing a chain link fence and a structure that encloses the patio off of the rear side of the rental unit without permission.
4. Dina Delgrande (DD) is the property manager. She testified that the Tenant has not engaged in any behavioural issues since the N5 was served. I am satisfied that the Tenant voided those portions of the N5 notice.
5. However, DD also testified that while the Tenant removed the chain link fence, he still has tarps hanging around his patio area and a raised wooden platform off the back door of the rental unit to his patio. The Landlord submitted photo evidence showing that as of the date of the hearing, the tarps and wooden platform remain.
6. DD testified that the Tenant did not ask permission to put up the outside structure, which is a tripping hazard and fire safety issue as it impairs the Tenant's ability to safely evacuate. They submitted that outside structures like the Tenants' are not allowed by the Landlord, but other tenants in the building now want to build similar structures.
7. When asked whether there is a step down from the patio door if the Tenant removes the wooden platform, DD confirmed that there would be. I asked how the Landlord would ensure that the Tenant would have access to his back patio given that he uses a wheelchair, and DD testified that the Tenant previously requested a ramp but there would not be sufficient space. DD testified that the Landlord would be able to do an easement off the backdoor to make it accessible for the Tenant, and the Tenant does move around with a prosthetic limb when he needs to.
8. There was no evidence that the Tenant raised the structure as an accommodation under Ontario's *Human Rights Code* or otherwise requested that the Landlord facilitate access to the rental unit. Given that the Landlord is now aware of the Tenant's needs under the *Code*, I would strongly encourage the Landlord to work with the Tenant to inquire into and determine the appropriate accommodations, which may include the easement if addresses the Tenant's ability to access (or exit) the unit.
9. Having considered the uncontested before me, I find that the Tenant did not stop all the conduct or activity within 7 days after receiving the N5 notice of termination because he failed to remove the wooden platform and tarps from his patio. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (the 'Act').

Daily Compensation and Rent Deposit:

10. There are no outstanding arrears as of the hearing date.

11. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Section 83 Considerations:

14. DD testified that the Landlord is seeking a conditional order that the Tenant remove the tarps and wooden platform for the patio. DD testified that the residential building is a facility for individuals 55 years and older. DD further testified that the Tenant is an amputee who uses a wheelchair, though does occasionally use a prosthetic limb.
15. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall remove all tarps or fencing from the patio area of the rental unit on or before June 30, 2026.
3. The Tenant shall cooperate with any attempts by the Landlord to replace the wooden structure with an easement to ensure the Tenant has access to the patio area with his wheelchair.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.

June 5, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

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