



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: 2638696 Ontario Corporation v Desormeaux, 2026 ONLTB 43874

Date: 2026-06-04

File Number: LTB-L-090028-25

In the matter of: 223, 2301 DANFORTH AVE
TORONTO ON M4C0A7

Between: 2638696 Ontario Corporation

Landlord

And

Trisha Desormeaux

Tenant

2638696 Ontario Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Trisha Desormeaux (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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 4, 2026.

Only the Landlord's legal representative Vanessa Palumbo and the Landlord's agents Chor Kong Soo and Michael Soo attended the hearing. Mateen Haider and Hamidur Rahman attended the hearing as witnesses for the Landlord.

As of 10:25 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. Therefore, the tenancy is terminated pursuant to this order.
2. The Landlord's claim for compensation under section 89 of the Act was withdrawn by the Landlord at the hearing.
3. The Tenant was in possession of the rental unit on the date the application was filed.

The N5 Notices of Termination

4. On September 27, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination (the 'First N5 Notice'). This notice alleges several instances of disruptions by the Tenant at the residential complex from July to September 2025. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
5. On October 28, 2025, the Landlord gave the Tenant a second N5 notice of termination (the 'Second N5 Notice'). The notice of termination contains the following allegations:
 - On October 23, 2025, the Tenant's guests caused a disturbance to other residents of the residential complex by yelling up to her unit.
 - On October 23, 2025, the Tenant gave a guest a fob to enter the residential complex, contrary to the condominium rules of the residential complex.
6. The Tenant or a person permitted in the residential complex by the Tenant has substantial interfered with the reasonable enjoyment of the residential complex by the Landlord and other Tenants as alleged in the Second N5 Notice.
7. Mateen Haider testified at the hearing. Mr. Haider confirmed that he was the author of an October 23, 2025, incident report. In the report, Mr. Haider describes receiving a complaint from residents on the ground floor of the residential complex after individuals began yelling to get the Tenant's attention in her second-floor unit. Mr. Haider testified that he went outside to stop the yelling and then attempted to contact the Tenant in her unit, but that the Tenant did not respond to his efforts.
8. Mr. Haider also testified that he observed another individual attempting to access the residential complex using the Tenant's fob (as identified by the condominium's security system). He testified that he did not recognize the individual but knew that the individual was not the Tenant.
9. I am satisfied, based on Mr. Haider's testimony, that it is more likely than not that the Tenant invited other individuals to attend the residential complex and that these individuals substantially interfered with other residents' enjoyment of their units. I am also satisfied that the Tenant substantially interfered with the reasonable enjoyment of the residential complex by the Landlord and by other residents by distributing access fobs to other individuals despite express prohibitions against doing so, compromising the safety of the residential complex. I found Mr. Haider's unchallenged testimony on all of these points to

be credible, as it is corroborated by the contemporaneous report he made regarding the alleged conduct on October 23, 2026.

10. The Tenant was required to pay the Landlord \$5,714.74 in daily compensation for use and occupation of the rental unit for the period from November 19, 2025 to May 4, 2026. Any rent the Tenant has paid to the Landlord for use of the rental unit during this period shall be deducted from the amount owing.
11. Based on the monthly rent, the daily compensation is \$34.22. This amount is calculated as follows: \$1,040.93 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.
14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. Typically, conduct of the type described in the Second N5 Notice would not be regarded as severe enough to warrant a non-voidable termination of a tenancy. However, based on the evidence provided at the hearing regarding the context in which these events took place, I find that it would be unfair to the Landlord to grant relief from eviction in all of the circumstances.
16. Firstly, the events in the Second N5 Notice are not isolated incidents. Rather, they are the culmination of a pattern of conduct by the Tenant starting in July 2025, as detailed in the First N5 Notice.
17. Michael Soo, the Landlord's agent, testified that the Landlord has been served notices and incurred financial costs from the condominium corporation with respect to the Tenant's conduct in the residential complex. He testified that disruptions began in July 2025 and were continuing as of the date of the hearing.
18. The Landlord submitted a 230-page document detailing alleged incidents from July 2025 to April 2026. These incidents are all of a similar nature to the events described in the First and Second N5 Notices: distributing access fobs, breaking into common areas that the Tenant has been barred from (or allowing other individuals to do so), disturbances due to yelling or shouting, etc. Many of these reports were authored by Mr. Haider, who testified that they were an accurate recounting of security incidents regarding the Tenant or other individuals permitted entry to the residential complex by the Tenant. His testimony was credible and corroborated by the testimony of Michael Soo and Hamidur Rahman regarding the pattern of conduct.
19. Mr. Rahman – the property manager of the condominium corporation of the building containing the rental unit – also testified that the condominium corporation intended to hire enhanced security to help manage the issues relating to the Tenant's unit and to pass this cost on to the Landlord. Michael Soo testified that he estimates \$8,500.00 in charges have been billed to the Landlord by the condominium corporation to date with respect to the Tenant's conduct.

20. Given the evidence presented at the hearing, it is clear this tenancy is not viable. The Tenant has not changed her conduct despite issues being brought to her attention on multiple occasions by different parties. The conduct persisted after the Landlord filed this application and continues to cost the Landlord every time new conduct occurs. In all of these circumstances, absent evidence from the Tenant to the contrary, it would be unfair to the Landlord to grant relief from eviction.

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 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.
4. The claim for compensation under section 89 is withdrawn.
5. The Tenant shall pay to the Landlord \$5,714.74, which represents compensation for the use of the unit from November 19, 2025 to May 4, 2026. Any rent the Tenant has paid to the Landlord for use of the rental unit during this period shall be deducted from the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$34.22 per day for the use of the unit starting May 5, 2026 until the date the Tenant moves out of the unit.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$5,900.74, less any rent the Tenant has paid to the Landlord for use of the rental unit during the period of November 19, 2025 to May 4, 2026.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Jeremy Henderson
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 16, 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.