



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-024742-26

**In the matter of:** 310, 365 LAKESHORE DR  
NORTH BAY ON P1A 3M4

**Between:** Nipissing District Housing Corp. Landlord

**And**

Kara-Lynn Dorian Tenant

Nipissing District Housing Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Kara-Lynn Dorian (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or 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 June 1, 2026.

The Landlord's legal representative, Kelly Draycott, the Landlord's agent, Tanya Wagner ('TW') and Landlord witness, Mitch Thomas ('MT') attended the hearing.

As of 9:30am, 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 in the application. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is within a residential complex comprised of 800 rental units.

*N6 Notice of Termination*

4. On March 13, 2026, the Landlord gave the Tenant an N6 notice of termination deemed served on March 18, 2026. The notice of termination contains the following allegations: on March 4, 2026 at 11:09am the Tenant committed the illegal act of theft of a neighbouring tenant's cell phone within the residential complex.
5. TW referenced 3 videos from March 4, 2026. The first video titled exhibit #2 (DOC-8002494) shows the tenant of unit 312 leaving their unit at 11:08am. TW then referenced a video titled exhibit # 3 (DOC-8002508) which shows an individual she identified as Kara-Lynn Dorian, the Tenant of unit 310, knocking and then entering unit 312 at 11:09am. The Tenant is then seen leaving the rental unit and entering the elevator. TW referenced a final video titled exhibit #4 (DOC-8002519) where TW identified the Tenant placing an item into the garbage receptacle at 11:32am.
6. The Landlord's witness, MT stated he has been employed as a Police officer with the North Bay City Police for 12-years. MT referenced the Crown Brief Synopsis (DOC-8002484) which stated that on March 6, 2026 the Tenant was charged with Break and Enter Dwelling House – Commit Indictable Offence, and Theft Under \$5000.00 with respect to the incident on March 4, 2026,
7. MT confirmed the contents of the Synopsis and investigation that he completed with respect to the theft of the cell phone from unit 312. MT further referenced exhibit #4 where he identified the Tenant as the individual who was charged with the offence of theft, stated the Tenant has current charges and an active warrant.

*Analysis*

8. The N6 Notice of Termination was served pursuant to section 61(1) of the Act, which states:

A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

9. [Section 322\(1\)](#) of the [Criminal Code \(R.S.C., 1985, c. C-46\)](#) states:

Theft

322 (1) Every one commits theft who fraudulently and without colour of right takes, or fraudulently and without colour of right converts to his use or to the use of another person, anything, whether animate or inanimate, with intent

(a) to deprive, temporarily or absolutely, the owner of it, or a person who has a special property or interest in it, of the thing or of his property or interest in it;

(b) to pledge it or deposit it as security;

(c) to part with it under a condition with respect to its return that the person who parts with it may be unable to perform; or

(d) to deal with it in such a manner that it cannot be restored in the condition in which it was at the time it was taken or converted.

Time when theft completed

(2) A person commits theft when, with intent to steal anything, he moves it or causes it to move or to be moved, or begins to cause it to become movable.

10. In *Samuel Property Management Ltd. v. Nicholson*, 2002 CanLII 45065 (ON CA), [2002] O.J. No. 3571, the Court of Appeal for Ontario held that “to justify termination of a tenancy the illegal act must be serious. Trivial illegality does not warrant termination.” Therefore, if the illegal act or business is trivial or technical, the illegal act or business may not be serious enough to warrant eviction.
11. Similarly, in *Swansea Village Co-op v. Balcerzak*, 1988 CanLII 4844 (ONSC), [1988] O.J. No. 84, the Divisional Court held that “eviction for an illegal act does not apply to trivial offences. It is necessary that the offence has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants.”
12. The video evidence submitted by the Landlord shows the Tenant entering unit 312, the neighbouring tenant’s rental unit. I find that the video, documentary and *viva voce* evidence presented demonstrates that no other individuals were seen entering unit 312 after the Tenant. Further, I find that the video evidence presented demonstrated the Tenant with the exclusive opportunity to commit the illegal act as described. Finally, the Tenant was seen disposing of an item which was later identified to be the cell phone of the tenant in unit 312.
13. Based on the uncontested evidence before the Board, I am satisfied on a balance of probabilities the Tenant committed the illegal act of theft on March 13, 2026 by entering another tenant’s unit within the residential complex and removing the tenant’s cell phone.
14. I find that when the Tenant engaged in this behaviour, she affected the character of the premises and disturbed the reasonable enjoyment of the landlord or other tenants. The Tenant’s behaviour could reasonably be expected to create fear for other tenants within the residential complex and causes concern for their security within their homes.
15. The Tenant was required to pay the Landlord \$230.00 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026 to June 1, 2026.
16. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

*Relief from eviction*

19. The Landlord's agent testified that they were unaware of any circumstances the Tenant may be experiencing where I should delay or deny eviction, and they were aware of none. The Tenant did not attend this hearing or send anyone in their absence to propose an alternative to eviction or provide evidence the Tenant's behaviour would change going forward.
20. 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.

**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 26, 2026.
2. If the unit is not vacated on or before June 26, 2026, then starting June 27, 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 27, 2026.
4. The Tenant shall pay the Landlord compensation of \$118.78.00 for the period from May 1, 2026 to June 1, 2026.
5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting June 2, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.

**June 15, 2026**  
**Date Issued**

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Angela Smith  
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 20, 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.