



Order under Section 31 Residential Tenancies Act, 2006

Citation: Shepstone v Alarcon, 2026 ONLTB 41624

Date: 2026-06-09

File Number: LTB-T-048772-23

In the matter of: 1, 90 WATERLOO ST
KITCHENER ON N2H3V4

Between: Thomas Jeffrey Shepstone Tenant

And

Sebastian Alarcon Landlord
Rina Alarcon

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Thomas Jeffrey Shepstone (the 'Tenant') applied for an order determining that Sebastian Alarcon and Rina Alarcon (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on August 25, 2025, October 17, 2025, November 21, 2025 and concluded on February 6, 2026.

The Landlord Sebastian Alarcon (SA), the Landlord's legal representative Linda Flores, and the Landlord's witnesses Tatiana Alarcon. The Tenant, the Tenant's legal representative David Bernstein, and the Tenant's witness Virginia McDougal/ tenant's mother attended the hearing.

Christina Lugo, the fiancé of Tatiana Alarcon and Tenant in the residential complex attended the hearing on February 6, 2026.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Background to the proceedings

2. The Tenant filed the initial T2 application on August 11, 2023.
3. The matter proceeded to an adjudicative case conference initially on July 3, 2025, following which an interim order was issued on July 14, 2025 which outlined the following determinations:

“2. The Tenant’s reasons for this application are set out in “Schedule A” provided with the T2 application (DOC-1775211). During the ACC, the following allegations/issues were clarified/identified within those pleadings in order for the Landlord to be able to respond:

- Tatiana, the Landlords’ daughter, who resides at the residential complex is the Landlord’s Agent.*
- The Tenant felt unsafe and harassed by the Landlords and/or their Agent(s) because:*
 - a) They failed to address threats to the Tenant of physical harm and death from another tenant in the complex; and*
 - b) The Tenant was under a threat of eviction if he was non-compliant with the Landlords and/or their Agent(s) set of rules.*
 - c) They called the Tenant names.*
 - d) They told the Tenant that they did not want him to live in the complex.*
 - e) They attempted and conducted malicious inspections of the rental unit; and*
 - f) They were disrespectful and inappropriate during encounters and exchanges with the Tenant.*
- 3. The parties agreed that the disclosure of supporting evidence is complete between them.”*

4. I note that this order does not attempt to refer to all the of documents, videos and photos filed and as uploaded that formulate the Board’s record. In making the decision below I have considered the entirety of the relevant parts of the record.

T2 Application

5. The Tenant moved into the rental complex on January 1, 2022 and moved out December 31, 2022. The lawful rent was \$920.00 and was inclusive of utilities.
6. The complex is comprised of four rental units.
7. The Landlords are Sebastian Alarcon and Rina Alarcon. They are the owners of a fourplex, "the residential complex."
8. Their daughter Tatiana Alarcon (TA) lived in Unit 4 in the building.
9. The Landlord's son, Roberto Alarcon in Unit 2 in the building with his partner, Michelle Laycock and their baby.
10. The Tenant became acquainted with the Landlord's daughter Tatiana and her partner Christina Lugo through a chance meeting in the neighborhood, when a unit became available in the four-plex, the Tenant moved in.
11. The Tenant met Michelle Laycock when they moved in sometime later, they decorated outside with plants and bonded over this activity.
12. The Tenant testified that at the outset of the tenancy, he was advised by (TA), that despite her father being the Landlord, he was to address any issues with her. The Tenant submits that (TA) was and functioned as a de facto superintendent and/or property manager for her parents, the Landlords.
13. The Tenant paid rent directly to (SA) the Landlord.
14. The Tenant testified that as soon as he moved in that Tatiana criticized his furniture and made comments about the cleanliness of his rental unit on a monthly basis. And that there were occasions that the Landlord (SA) also commented on the state of his rental unit.
15. The relationship took a turn when the Tenant submitted that he was called to come to the rental unit of Tatiana and Christina on August 11, 2022. The Tenant submitted that he sometimes blanks out and as he was suspect of something going down based on Tatiana's mood that he recorded the conversation in which it was outlined that Roberto – "Berto", the Landlord's son was going to kill him, will throw him off the balcony and that the two hour conversation also instituted rules for him to follow.
16. Here are some excerpts as contained in the audio recording (DOC-1775286):

"my brother wants nothing to do with you, he is doesn't want to look at you, he is like ready to throw you off the fucking balcony. You are meddling in something you shouldn't be - Who the fuck are you to tell Michelle her place is fine and clean when you can't keep your own place clean. My parent and brother are up to here with your shit, I already told you don't stress out my parents. Instead you come in and stir every fucking pot and play innocent. Why wont you let anyone in your apartment, you stress yourself out, ...all of this is on your fucking head, you are on thin ice, on thin ice..."

Michelle told Berto and Berto told mom, and I found out – Berto wants you to go. You are not ok to tell anyone anything period... you better write a letter to him, right now you are fucking dead to him, how dare you to involve yourself with their family. He wants nothing to do with you....

If my father has any health issues, I will lose it on you.

The Tenant is heard asking “so two people are mostly mad at me, one person is really mad at me? The answer by Tatiana is “no, one person wants to kill you....”

17. As evident based on the above excerpts, Tatiana and Christina were addressing issues when becoming aware that the Tenant had been allegedly interfering with the personal affairs of her brother, the Landlord's son Bero and his partner Michelle who also resided in the complex.
18. The Tenant submitted that he then made a list during the conversation with Tatiana and Christina providing him with direction, this was a note to self documented on the Tenant's cellphone and is outlined as follows:

List (August 11, 2022)

- *Go to work every morning (cannot work from home)*
- *After work: go to the gym or take the dog for a walk (do not stay home)*

- *Give space to Michelle and Berto*
- *If Berto is coming home, do not be there — give him space*
- *No venting conversations with Michelle — keep interactions small and casual*

- *No smoking on the patio*
- *No smoking with Michelle (or only one quick smoke, then leave)*

- *Remove anything that is not plants (chairs are ok; no dog bed)*
- *Put all plants on one shelf*
- *No more items added to the patio*

- *No more Amazon purchases*

- *Make a formal apology to:*
 - *Berto*
 - *Pato*
 - *Rina*
- *Apology to be reviewed by Tati and Cristina*

19. The Landlord's representative raised concern about the transcript of the conversation as contained in evidence as this was not done by way of professional transcription services but with reliance on an online transcription software. They raised issue with possible inaccuracies of the content of DOC-1775289.

20. I advised the parties at the time of the hearing that I would be listening to the entire conversation, to get a better sense of the totality of the conversation as contained in DOC-1775286.
21. The Tenant's mother Virginia McDougal (VM) when becoming aware of the issues her son was facing, contacted the second named Landlord Rina Alarcon (RA). She was concerned for his wellbeing. It was submitted that (RA) advised that she may be contacted by the Tenant to discuss.
22. Further, in October 13, 2022, the Tenant evidenced a voice recording as contained in DOC-1775317 between himself and the Landlord (SA). The conversation commenced about an inspection of the unit and then questions arose when the Tenant would be moving out. The Landlord was heard saying to the Tenant "I want you to leave" and "I don't want you here."
23. The Tenant submitted he vacated the rental unit as he had no other alternatives given the threats and not feeling comfortable residing in the rental unit after the conversation of August 11, 2022. On the date he felt he was informed that his life was in danger. And prior to making this determination he stayed outside of the rental unit for part of the time with friends and incurred hotel and or Airbnb expenses. This prior to providing the Landlord with the N9 notice to terminate the tenancy on December 31, 2022 at the end of term as a request to terminate the tenancy earlier was refused by the Landlord (SA).
24. The Tenant seeks remedies totaling \$16,446.59 (less any claims involving food expenses) as comprise of claims for rent abatement, rent differential, moving expenses, out of pocket expenses and other expenses.

The Landlord's testimony - Sebastian Alarcon

25. The Landlord Sebastian Alarcon (SA) submitted, that the Tenant was like family. He hosted him at his home on a number of family occasions.
26. (SA) submitted that he accepted the payment of rent from the Tenant by way of e-transfer. That he and his wife look after all the responsibilities as the Landlords. That while his daughter helps him in general, Tatiana, is not responsible for any parts of the residential complex management.
27. The Landlord Sebastian Alarcon (SA) submitted that he was unaware of his son, Berto Alarcon being in any altercation at the rental complex.
28. (SA) when questioned if he and the Tenant had prior issues that communication was always open, and that he was unaware of any issues in August 2022. That the first time he became aware of the August 11, 2022 event/ conversation on or about September 13, 2022. That he was told by Tatiana that the Tenant said, "that this is going to get nasty," if he does not get paid what was being requested of the Landlord. And becoming aware that the Tenant had filed a police report and allegations against his son.
29. (SA) submitted that the issues his daughter Tatiana had with the Tenant was their problem, that he did not find it appropriate to intervene. That the parties had a close

friendship and that friends will naturally have issues. He understood that the issue was largely about the Tenant interfering with his son's and his partners relationship.

30. In addressing the Tenant's departure from the unit, the Landlord (SA) submitted that the Tenant approached him to terminate the tenancy earlier than the end of the term, that he told the Tenant that he was obligated to remain living in the unit to the end of the fixed term ending on December 31, 2022.
31. In addressing the conversation between himself and the Tenant in which the sought a written confirmation that he would be guaranteed safety in the unit, as against his son and living in the complex in general, the Landlord (SA) submitted that he felt the police report as rendered provided direction that there was nothing further to address.

Testimony of Tatiana Alarcon

32. Tatiana Alarcon (TA) submitted that she and her partner and the Tenant formed a very quick and close friendship. As this was during the COVID lockdown they spent all their days together. They travelled together, went to her parents trailer, the Tenant being invited to family functions and that the three of them got matching tattoos.
33. Their nickname was corazones, Spanish meaning "hearts." She considered the Tenant her best friend.
34. Given the closeness of their relationship, she often provided the Tenant friendly advice. Such as to exercise and other such suggestions in connection to this physical and mental well being.
35. That the relationship up to August 2022 was very friendly among all four rental units in the complex, inclusive of shared barbecue dinners.
36. Regarding the conversation of August 11, 2022 her recollection of the conversation included that:
 - She was frustrated about issues brewing, that there was tension in the building, so they called the Tenant to address issues.
 - That she considered the Tenant her best friend and that she wanted to address what was stated on the recording without the guidance of her parents.
 - She wanted to address the issues because she felt responsible for connecting him with the rental unit, having met him and recommending him as a Tenant to per parents.
 - Regarding the perceived threat by the Tenant, that when she made reference to her brother throwing the Tenant off the balcony and wanting to kill him, that she was exaggerating, that this was akin to saying "I am so hungry I could eat a cow." That these were words to tell the Tenant to tone it down, as he was stirring the pot and getting involved in her brother's (Berto's) and his partner's Michelle's personal affairs.
 - She was aware her brother was upset about the Tenant interfering but that she did not get any guidance from her brother to say anything to Tenant specifically and that he never said he would throw the Tenant off the roof.

- The Tenant stayed for the entire conversation after the conversation concluded that they hugged and she unaware the Tenant was fearing for his safety.
- They became aware the Tenant was not at the complex after about August 16, 2022 through her mother.
- The Tenant then having reached out asking for money stating to pay or that things will get bad, and that she needed to apologise to him and his mother.
- She felt that the relationship was now over, based on the way he was reacting.
- She conveyed the same to the Tenant on August 24, 2022 in a text telling him “he had run the relationship to the ground.”
- They could live together in the complex but that there was no longer a relationship, feeling that the Tenant was manipulative as he had influenced her to end a prior relationship.
- The Tenant was never in danger and that her family are not violent people. And that she had never meant any harm to the Tenant, that the Tenant took things to an extreme level as resulting from the Tenants actions after the August 11, 2022 conversation.
- After October there were Uhaul trucks arriving at the rental complex, it appeared that the Tenant was moving out slowly.

Testimony of Christina Lugo

37. Christina Lugo (CL) testified to the following:

- She moved into unit #1 in January 2019, that (SA) has always been her Landlord paying \$300.00, that he (SA) addresses all maintenance issue.
- That they, she and Tatiana became really close friends very fast, “we hung out every day and we had meals together.”
- That the Tenant was her best friend, stating “I don’t think I’ve ever had such a close friendship before.”
- She was unaware of any reports of any unsafe reports or physical assaults at the complex during the period of January 2022 to December 2022.
- That while recalling the August 11, 2022 conversation, she was not aware that the conversation was being recorded.
- Her recollection is that the conversation was about the Tenant causing problems between Michelle and Berto, her fiancée’s brother, resulting in stress in the family.
- The advice given was to help her best friend, the Tenant, “I loved him so much” thought we could fix the problems we were having.
- Supporting the Tenant through prior advice on i.e. quitting drinking.
- She offered to speak to his therapist; he blew things out of proportion.
- That in her mind this was a close friend conversation, that they did not have the authority to say things such as you “will get kicked out.” She was upset that the Tenant was raising problems.

Analysis

38. Based on the evidence as before the Board, I find that the Landlords did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the

Tenant or by a member of their household. And I find that the Landlords did not harass, obstruct, coerce, threaten or interfere with the Tenant for the reasons as follows.

39. For clarity, while the Tenant has made submissions that Tatiana Alarcon (TA), is a de facto superintendent and/or property manager for her parents, the Landlords, I can not arrive at the same conclusion on the basis of the evidence as before me. I say this as both (TA), and the Landlord (SA) submitted that the management and collections of rent are strictly done by the Landlord (SA). Further, the evidence was that inspections of the rental unit were also conducted by (SA).
40. Despite that (TA) was telling the Tenant to come to her with any issues, this was explained to be because her father was experiencing medical issues, and she wanted to shelter any complaints from him. And the evidence was that Tatiana took responsibility for vouching for the Tenant in his being accepted as a tenant in the complex, when issues arose, she is heard expressing to the Tenant that she was his supporter and was addressing issues of discord in the complex as expressed by the Tenant for the same reasons.
41. As the crux of the Tenant's T2 filing rests with the events of August 11, 2022, as outlined to the parties at the time of the hearing I have reviewed the vast majority of the recorded conversation to get a better sense of the dynamics and the mood during the conversation to understand the context of the conversation.
42. In hearing the clips as shared at the time of hearing any audience can walkaway with a tainted view of the two plus hour conversation recording. I say this as the parts shared contain multiple explicit and implicit threats, including statements that Roberto "Berto" "could kill" the Tenant and was "ready to throw him off the balcony," along with warnings that the Tenant was "on thin ice." These are reinforced by repeated assertions that the Tatiana would "lose it" if family members were affected. Taken together, the conversation reflects a pattern of intimidation and suggestions of potential physical harm.
43. However, on review of the entire record, I draw upon the mood and tone of conversation. Outside of the swearing and raised voices when addressing the allegations of threats as against the Tenant, most of the conversation is of normal tone, the voices are mostly calm; there is soft music in the background. Positive exchanges can be heard, where the tone was supportive and both Tatiana and Chritina express care and concern for the Tenant, noting that the relationship matters. For instance, they are heard saying:

"I'm still willing... and like I said, I still somehow love you even though all the shit you've done..."

"Will you be willing to come with me for a session?... I'm willing to help you... I'm still willing to go to your therapist..."

This in support of the Tenant as it was testified that the Tenant was getting some assistance for his mental well being.

44. There are also tips provided to reduce conflict, including advice to give others space and avoid further involvement. And suggestions for better life balance in the form of improved routines by going to work, gym, social life improvements and seeking therapy.

45. It is at this juncture of the conversation that Chrsitina said let's develop a practical plan to resolve issues and the list that the Tenant makes for himself is arrived at together. Which in summary addressed cleaning, limiting contact, and changing behaviour. The Tenant is heard responding with acknowledgement and willingness to improve.
46. It was undisputed that the mood and relationship between the parties in the complex was amended, so much so that on August 24, 2022, (TA) sent the Tenant a message in which (TA) outlines that:

"..... today I am deeply saddened by the loss of our much treasured friendship. You have taken both mine and Cristina's friendship for granted and ran it through to the ground. I no longer can put up with this bullshit. You have caused sooo many problems for us, my parents and my family. When your previous landlord evicted you you were in need of a place and we were in a position to help you. I was very excited for you to move in but I was also very clear with you when i gave you the opportunity to live in my family's apartment unit that i did not want you to cause stress to my parents, as we are fully aware of the stress and shit you caused with your other landlord, and all you have done is added stress to their lives.

You quickly turned a beautiful apartment into a cluttered nightmare. You have been asked numerous times to clean up the disastrous hoarding storage unit you call a home, as it is a fire hazard, a breeding ground for vermin and bugs and you have not. What was once a beautiful, open, clean and spacious apartment is now an embarrassment that you yourself don't even want people to see. This is evident by the amount of people that you have not let in your apartment to use the bathroom or just see your place. When you moved in you said you needed multiple couches, so people had a place to crash if necessary but now you are too ashamed to even let us 'your closest friends' in to see the place.

It is so beyond disrespectful what you have done as myself and my dad worked very hard to fix it up only for you to disrespect it. Your hoarding has now spread to the upper balcony/deck outside even though you have been told numerous times that it is not your personal space. It is cluttered and messy and once again you have been asked to stop putting things, and leaving your things outside, but instead of taking care of it you continue to just add more.

I'm not sure why you felt the need to meddle in Berto and Michelle's relationship and try to advise her on her family. This has contributed to the position you are currently in. And how the fuck dare you try to accuse me and my brother of being any kind of violent people. Your life is not or has ever been in danger. I honestly thought you knew us better, and I'm saddened to even hear this coming from you. Always the victim never owning why he is in any situation. You stuck your nose where it didn't belong to a relationship you knew nothing about.

You constantly ignore what other people say to do what is best for you. You don't care if it's inconvenient for them as long as its what's best for you. You convince yourself that their requests are ridiculous and they don't matter. Those decisions aren't yours to make. It shows a complete lack of respect towards other people. And

again instead of owning up to it you somehow manage to twist things in your head and throw the blame on anyone but yourself. I'm sorry if this is a hard truth but you don't seem to ever take responsibility for your actions.

Do yourself a favour and put your money towards your mental health instead of trying 'fix' things with retail therapy. Happiness does not come from an object."

47. The Tenant testified to having been staying out of the rental unit for some time after August 11, 2022 and when he replied to the message.
48. On September 10, 2022, the Tenant writes back advising that (TA) needs to take responsibility for her actions, and that he wanted an apology for himself and his mother for the in person conversation that took place on August 11, 2022, and outlines that he wants a written letter from the Landlord and co-signed by Tatiana and Roberto confirming his safety and civil interactions if he's to return to the building. He also notes "*I need to move to safe accommodation starting tomorrow and I'll be forwarding this cost to the Alarcon family. So far these costs are under \$4,000.00.*" "*I am still willing to make this easy and less expensive. I still truly care about you all, but I've seen none of that care back to me in at least a month.*"
49. No response was received from the Landlords nor the other occupants.
50. The Tenant decided to contact the police to report alleged threats from "Berto" on September 12, 2022, he testified that this was because of the conversations he had with Tatiana, Christina, Michelle, and because of Berto's actions. Specifically, despite not being verbally nor physically threatened by Bero directly, the Tenant perceived him to be a threat by the way he was walking and driving aggressively into the complex, and as this was different than usual, the Tenant felt compelled to file the report.
51. The police report as evidence in DOC-3543630 was heavily redacted, the parts that are visible are as follow:

"At 3:14 a.m. Police spoke to ALCARON-MAZZEY, who was cautioned and advised that he had no recollection of saying anything threatening to [redacted] as he has not seen him at the residence for the past 20 days. ALCARON-MAZZEY confirmed that there is an ongoing tenancy issue with [redacted], as well as a personal grievance due to meddling in his relationship. ALCARON-MAZZEY further advised he has absolutely no intention to harm or threaten [redacted] and that he will actively avoid him.

Based on both parties recollection of events the comments allegedly uttered were not directed to or intended to be received by [redacted], as the comments occurred within a private conversation between family members. In addition, ALCARON-MAZZEY advised that he has no recollection of making any threatening remarks and has no intent to harm [redacted]. Pending further information becoming available there are no reasonable grounds to substantiate a criminal offence. This concludes police involvement in this matter."

Emphasis added ...

52. Following this, the Tenant sent a text message to the second Landlord Rina Alarcon on September 14, 2022 in which he asks for power to the rental unit to be turned on and advised that while he recognized things were tough at the time, that he *"wants things to be peaceful enough so that I can feel comfortable enough to come and move out."*
53. The Tenant was referred to the first named Landlord (SA) to address this issue. In a recorded phone conversation with the first named Landlord (SA) as contained in DOC-3588248, the Landlord is heard saying he was concerned about the Tenant being away from the apartment for some time and not being able to schedule an inspection. When asked if he wanted to address the issues as occurring at the residential complex, the Landlord (SA) said he did not want to address personal issues as pertaining to the Tenant and his friends Tatiana and Christina. The Tenant said this was despite being told that he left because he was scared for his safety and that he could not speak to him directly, given (TA's) directions. The Landlord (SA) is then heard saying that this was a problem because he was the landlord. That lately Tatiana informed him of the interference he was causing with Berto and Michelle and that he did not like this himself.
54. The Tenant then asked the Landlord about the words that were said to him by Tatiana and Christina. And told him that his own mom was very concerned about his own safety. The Landlord is heard again saying he did not have any involvement, and was not aware of the depth of the issues ongoing and apologised to the Tenant. The Tenant provided the Landlord with the option to be provided a letter outlining his safety and failing agreement he would be moving out.
55. It is not disputed that the Tenant record a threat that he internalized and believed to be real. Based on the characterization of the closeness of the relationship I prefer the evidence of Tatiana and Chritina and accept that when the conversation was taking place, this was what was assumed to be a private conversation between very close friends. These were not the words, messaging or otherwise as arising from the Landlords. The words stated were exaggerations, I accept that they were not meant to be threatening nor taken in a literal sense. In fact, I accept that Tatiana and Christian had good intentions in respect of the Tenant, and that the words stated were coming from a place of concern.
56. However, as there was tension in the residential complex and there was a shift in the relationship, and the relationship had been amended the perception of a nonexistent threat became a focus. And had the parties been in a positive phase of the relationships such conversation may have been shrugged off as a non-event. I say this as while the Tenant said this conversation felt different, the parties testified to having had similar conversations in the past, similar in that they were sharing guidance and advice about a variety of life issues inclusive of employment, health and habits to promote well being.
57. Further, based on the fact the family was being reported to the police, it is not surprising that the tone in the complex shifted, that is, Christina, Tatiana and the Tenant were no longer fiends. In a recording of October 14, 2022, (SA) the Landlord is heard saying "I thought you were moving out, I want you to leave." This was in response to the Tenant having made suggestions of moving out prior. The Tenant provided the Landlords an N11 dated November 4, 2022 terminating the tenancy on December 31, 2022 when earlier

attempts to terminate the tenancy were refused. And he testified that while not having resided in the unit for the last two months, he continued to pay the Landlords rent.

58. While the Landlord (SA) may not have taken the best approach here in that he was leaving the conflict to be resolved among his children, inclusive of his Tenant, Mr. Shepstone, as much as he referred to the Landlord (SA) as his dad, I believe that up to the point of the police involvement that (SA) considered the Tenant as an extension of his own family. The non-involvement in what (SA) considered personal affairs/ issues between friends and his reluctance to become involved was not unusual. He was heard stating to the Tenant that he does not get involved in his son's and daughter's affairs. It appears that given the circumstances, this was the case with the Tenant. It is clear that the lines between family and any contractual and tenancy related responsibilities had been crossed.
59. Furthermore, I believe the testimony of (SA) that he was not entirely clear as to the severity of the impact upon the Tenant in respect of the interaction between the parties on August 11, 2022. I believe he was blindsided about the police involvement given the situation and having heard that the report rendered the matter as non-criminal and that Berto his son was not a threat to the Tenant, there was nothing more to be done. There was no actual threat uttered by "Berto" and there was no evidence so suggest he even knew what was being said about him in the conversation that took place, the root of all issues that followed.
60. Despite the Tenant staying away from the rental property and incurring costs while doing so, this was a unilateral decision that he undertook. Having been provided a police report indicating that the matter is closed and having assurances from the alleged individual "Berto" stating that despite never having threatened him, he would stay away, this should have been enough to put an end to what was a conversation taken out of context. I am satisfied, based on the evidence and testimony of the parties that there was no real threat to the Tenant at any point during his tenancy and that more likely than not that the reason he decided to move out was because of the demise and end of the relationship between the parties. A relationship that was deeply involved and extended to the Landlords' and their families. Hearing the circumstances under which the parties parted their ways was undoubtedly difficult for all.
61. For the reasons as outlined, the Tenant's application is dismissed.
62. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's application is dismissed.

June 9, 2026
Date Issued

Alicia Johnson
 Member, Landlord and Tenant Board

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