



Order under Section 69 Residential Tenancies Act, 2006

Citation: SIMCOE COUNTY HOUSING CORP. v Hall, 2026 ONLTB 45617
Date: 2026-06-09

File Number: LTB-L-089874-25

In the matter of: 709, 201 MATTHEW WAY
COLLINGWOOD ON L9Y4V3

Between: SIMCOE COUNTY HOUSING CORP. Landlord

And

Britaney Hall Tenant

SIMCOE COUNTY HOUSING CORP. (the 'Landlord') applied for an order to terminate the tenancy and evict Britaney Hall (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 Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in 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 March 27, 2026.

The Landlord's Agent Nicole MacDonald and the Tenant attended the hearing. The Tenant Spoke to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. However, I find it would not be unfair to grant relief from eviction provided that the Tenant meet the conditions set out in the order. The Tenant was in possession of the rental unit on the date the application was filed.

2. On October 17, 2025, the Landlord gave the Tenant an N6 notice of termination (N6 Notice) and an N7 Notice of termination (N7 Notice) both with a termination date of October 27, 2025. Both notices of terminations were related to the same incident it is alleged the Tenant had committed an illegal act at the residential complex on October 3, 2025, and seriously impaired the safety of another person while this behaviour occurred on the residential complex. Specifically, by driving her vehicle on the grass area, of the residential complex past other tenants' fences, gates and yards, and was parked directly in front of her back yard. There is no sidewalk, roadway or designated driving area in this section of the property, it was determined that her vehicle did not have a license plate, when the Landlord's Agent advised parking on the lawn was not permitted, the response of the Tenant was she was moving a heavy item and would be out of the area shortly. There were numerous tenant complaints of the incident, and the police were called, and the Tenant was arrested for driving while under suspension and other HTA violations, and the Tenant's vehicle was seized pending a court ruling.

3. This application associated with the N6 notice is made under s. 61(1) of the Residential Tenancies Act (the 'Act'), which states:

61 (1) 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.

4. The application associated with the N7 Notice is made under Section 66 (1) of the Residential Tenancies Act (2006) ('the Act') which states:

A landlord may give a tenant notice of termination of the tenancy if, (a) **an act** or omission of the tenant, another occupant of the rental unit or a person permitted **in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person**; and (b) the act or omission occurs in the residential complex. [Emphasis added]

N6 Notice: illegal Act & N7 Notice: Serious Impairment of Safety

5. The Landlord's Agent testified to the alleged incidents as outlined in both the N6 Notice and N7 Notice and submitted documentary evidence of the same, and the behavior of the Tenant after these said notices. Moreover, the Landlord's Agent, testified that she was not aware what criminal charges were laid or whether the Tenant was convicted of the charges.
6. With regard to whether the Tenant was criminally convicted or not, and what the conviction charges were need not form part of my deliberations. I say this because section 66(1) of the Act, upon which this application is based, does not require criminal charges be laid in order to give the notices or file an application with the Board, although in this case charges may have been laid, but the Landlord is not aware of the outcome of those charges.

7. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), the Divisional Court confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment.
8. The Tenant testified this incident was a year and half ago from the date of this proceeding, and that she did not deliberately intend to harm other tenants or children on the residential complex, as she has children of her own, she just needed to move a large 65 inch TV into her unit, and she notes she did not damage the grass, and was not joy riding on the grass.
9. The Tenant further testified while she was arrested on charges of mischief those charges were dropped, and her suspended license is due to nonpayment, not from other charges.
10. I accept the Landlord's contested evidence, which was supported by the documentary evidence and reports submitted, that the Tenant engaged in illegal act and seriously impaired the safety of others on the residential complex as outlined in the aforementioned N6 and N7 notice. In my view, I am satisfied incident of October 3, 2025, abovementioned involving the Tenant on a balance of probabilities was the Tenant committing an illegal act as alleged and further the Tenant's conduct of the same date, constitutes a serious impairment of safety to another person, and that this act took place in the residential complex. The Tenant's conduct on this date was not only dangerous but reckless.
11. Based on the evidence before me, I am satisfied that the Tenant engaged in the conduct as detailed in the N6 Notice and N7 Notice and, as such has committed an illegal act at the residential complex and the further the Tenant has seriously impaired the safety of another person in the residential complex.
12. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
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 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.
15. The Tenant acknowledges her errors and has testified that she has not driven on the grass or operated a vehicle in an illegal manner on the residential complex since the incident in question in the N6 Notice and N7 Notice. Further the Tenant submitted if evicted she would be rendered unhoused, and her children visit her on weekend. Moreover, the Tenant testified it was her feeling she was not liked by the Landlord's Agent, hence the notice of terminations, as when she was advised parking on the grass was not permitted, she advised the Landlord's Agent she would move the vehicle once the heavy item was moved, and the matter did not require escalation to the Board and the police in the Tenant's opinion.

16. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”

17. This order, with specific conditions that are required for the Tenant to comply with to continue their tenancy.

18. The Tenant must choose between keeping her home by complying with the conditions of this order, or she could inevitably face eviction and have to relocate.

19. This Order contains all of the reasons within it. No other order shall issue.

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 not drive, operate or park her vehicle in areas on the residential complex where vehicles are not permitted during the tenancy.
3. The Tenant shall not commit an illegal act on the residential complex from the date of this order to December 31, 2026.
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 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 30, 2026, at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Panagiotis P. Roupas
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.