



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-006174-26

In the matter of: Unit 4, 264 COLLEGE ST
COBOURG ON K9A3V2

Between: St Peter's Church Landlord

And

Jolene Corbier Tenant

St Peter's Church (the 'Landlord') applied for an order to terminate the tenancy and evict Jolene Corbier (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes;
- 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; and
- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on April 16, 2026.

The Landlord's agent Grace Worrall, the Landlord's legal representative Crystal Francey, and the Tenant's legal representative Teresa Williams attended the hearing.

Tony Oomen attended the hearing as a witness for the Landlord.

Determinations:

Preliminary Issue: Removal of Mr. Bannister as a Respondent

1. Gerry Bannister was named as a respondent tenant on the Landlord's application. Mr. Bannister died in June 2025. Therefore, Mr. Bannister is removed as a respondent to the Landlord's application and Jolene Corbier is the remaining respondent Tenant.

L1 Application – Non-Payment of Rent

2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$935.43. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$30.75. This amount is calculated as follows: $\$935.43 \times 12$, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to April 30, 2026 are \$4,722.24.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$825.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$10.82 is owing to the Tenant for the period from September 1, 2025 to April 16, 2026.

Persistent Late Payment of Rent

11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 8 times in the 9 months preceding the service of the N8 Notice.
12. As stated above, the Tenants have not made any additional payments since the Landlord filed this application in January of 2026 – meaning that the pattern of failing to pay rent on time has continued.

Substantial Interference

13. On January 6, 2026, the Landlord gave the Tenant an N5 notice of termination by mail, deemed served on January 11, 2026. The notice of termination contains the following allegations:
 - On September 1, 2025, the Tenant caused a noise disturbance in the front hall and left a large number of cigarette butts on the front steps;
 - On September 16, 2025, another resident of the residential complex reported loud activity overnight and clutter being left in the common hallway outside the Tenant's unit for several days;
 - On September 22, 2025, the Tenant created noise disturbances in the common areas of the residential complex, an individual permitted at the residential complex by the Tenant threw rocks at the Tenant's window, and the Tenant left untagged garbage on the curb in front of the residential complex;

- On October 3, 2025, the Tenant left garbage at the curb of the residential complex without a pickup tag;
- On October 5, 2025, the Tenant left garbage at the curb of the residential complex without a pickup tag, left doors to the residential complex unlocked and created a disturbance by calling fire and ambulance services to the rental unit;
- On October 16, 2025, continuous noise disturbances occurred within the Tenant's unit overnight, a guest of the Tenant smoked in the common hallway, and the front door to the residential complex was left unlocked by the Tenant;
- On October 23, 2025, the Tenant left personal belongings in the common hallway, created noise disturbances overnight, left the doors to the residential complex unlocked overnight and tampered with the locking device;
- On October 23, 2025, a guest of the Tenant refused to leave the residential complex while intoxicated;
- On November 9, 2025, the Tenant created noise disturbances overnight and left doors to the residential complex unlocked;
- On November 10, 2025, the Tenant created noise disturbances, left clutter inside and outside the residential complex, and left doors to the residential complex unlocked;
- On November 11, 2025, the Tenant created noise disturbances and left clutter inside the common hallway of the residential complex
- On November 13, 2025, guests of the Tenant banged on the door late at night and the Tenant left clutter inside and outside the residential complex;
- On November 18, 2025, the Tenant left garbage in the common hallway of the residential complex and left garbage at the curb of the residential complex without a pickup tag;
- On December 2, 2025, the Tenant or their guests created noise disturbances overnight when several individuals arrived at the residential complex late at night;
- On December 9, 2025, the Tenant or their guests caused noise disturbances overnight, left a mess in common areas of the residential complex, and created a disturbance that resulted in police attending the residential complex.

14. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination.
15. Tony Oomen, another resident of the residential complex, testified that noise disturbances from the Tenant's rental unit occurred on a near-nightly basis between January 13, 2026, and February 5, 2026.
16. 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').
17. I am satisfied, on a balance of probabilities, that the Tenant has substantially interfered with both other residents' and the Landlord's reasonable enjoyment of the residential complex.

18. Grace Worrall, an employee of the Landlord, testified that she became aware of the incidents that comprise the notice allegations when a resident of another unit brought these issues to her attention and sent her the corroborating photographs attached to the N5 Notice. Ms. Worrall testified that she had first-hand knowledge of the recurring issue of untagged garbage being left outside of the residential complex and that she has had conversations with other residents of the residential complex to confirm that the Tenant is the party responsible.
19. This testimony was largely corroborated by Mr. Oomen, who testified about persistent issues originating in the Tenant's unit, including noise, clutter in common areas, untagged garbage, and significant foot traffic. While Mr. Oomen did not refer to specific dates in his testimony, he confirmed that he was the resident who made the complaints to the Landlord's staff that form the basis of the Landlord's application. Mr. Oomen testified that his sleep is regularly disrupted by overnight noise disturbances from the Tenant's unit.
20. The Tenant did not attend the hearing to contest the testimony of Ms. Worrall and Mr. Oomen. Given that this testimony is uncontested and largely consistent between the two accounts, I am satisfied on a balance of probabilities that the Tenant has substantially interfered with the reasonable enjoyment of the residential complex by both the Landlord and Mr. Oomen.

Relief from Eviction

21. 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.
22. The Tenant's legal representative pointed to several circumstances that the Board should consider in deciding whether relief from eviction is appropriate in this case. She indicated that the Tenant was in the process of acquiring treatment for underlying conditions that contributed to the issues identified in the N5 Notice and that housing security is critical to successful treatment. She submitted that the Tenant has resided in the rental unit for eight years and that the Tenant has reached out to organizations who are willing to assist in payment of the arrears if the tenancy is preserved.
23. The circumstances of the Landlord and the other residents of the residential complex must also be considered. Disturbances of the types identified in the notice have been ongoing up to the time of the hearing, per Mr. Worrall and Mr. Oomen's testimony. Mr. Oomen testified that his sleep has continued to be regularly disturbed by noise from the Tenant's unit since the N5 Notice was served.
24. The Landlord is entitled to repayment of the arrears. If the Tenant voids the portion of the order below relating to the rent arrears owed by the Tenant, the tenancy will be preserved.
25. Taking all of the circumstances into account, a conditional order requiring the Tenant to change her behaviour in order to preserve the tenancy (if she voids the arrears portion of the order) best balances the Tenant's interest in maintaining her longstanding tenancy with the interests of the Landlord and the other residents of the residential complex.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,779.10 if the payment is made on or before June 27, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 27, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,628.98. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$30.75 per day for the use of the unit starting April 17, 2026 until the date the Tenant moves out of the unit.
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 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 27, 2026, then starting June 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 28, 2026.

L2 Application

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period July 1, 2026, to June 30, 2027.

12. From June 16, 2026, to June 15, 2027, the Tenant shall not:

- Store any personal possessions or garbage in the common hallways, doorways, or yards of the residential complex, or permit any guest to do so;
- Create – or permit any guest to create – any significant noise that disturbs any other resident of the residential complex;
- Tamper with the locking mechanism of the residential complex or deliberately leave any entrance to the residential complex unlocked; or,
- Leave untagged garbage in front of the residential complex.

13. If the Tenant fails to abide by the conditions set out in paragraph 11 or 12 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 16, 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 28, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 27, 2026

Rent Owing To June 30, 2026	\$6,593.10
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,779.10

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,278.81
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$825.00
Less the amount of the interest on the last month's rent deposit	- \$10.82
Total amount owing to the Landlord	\$3,628.98
Plus daily compensation owing for each day of occupation starting April 17, 2026	\$30.75 (per day)