



Order under Section 69 Residential Tenancies Act, 2006

Citation: St. Clare's Housing v Sharpe, 2026 ONLTB 47298

Date: 2026-06-18

File Numbers: LTB-L-107227-25
LTB-L-014941-26

In the matter of: 103, 1120 OSSINGTON AVE
TORONTO ON M6G3W1

Between: St. Clare's Housing Landlord

And

Elaine Sharpe Tenant

St. Clare's Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Elaine Sharpe (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 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.

These applications were heard by videoconference on January 7, 2026, January 8, 2026, February 12, 2026 and March 26, 2026.

The Landlord's Agent, Ted Yoon, the Landlord's Legal Representative, Sana Hayat, the Tenant's Legal Representative, Olivia Dooley (on January 7 and 8, 2026 and February 12, 2026) and the Tenant attended the hearings. The following witnesses appeared for the Landlord on March 26, 2026: Shibil Siddiqi, Jessica McLennon, Julianna Carafa, Marry Alhalawchee, Tina Le and Kusha Dadui.

Preliminary Issue:

1. At the commencement of the hearing on March 26, 2026, the Tenant requested an adjournment. She indicated that her legal representative had withdrawn their

representation on March 6, 2026 and that she needed time to find new counsel. She further indicated that she would have a difficult time representing themselves due to medical issues, specifically their blood pressure. The Tenant also accused the Landlord and the Landlord's Legal Representative of acting to preclude her from getting new legal counsel, without providing any specific details.

2. The Landlord opposed this adjournment request. They indicated that there had been two (2) previous adjournments already and that they had brought a number of witnesses to each hearing date. The Landlord further submitted that they had recently gone through a peace bond hearing with the Tenant and that her behaviour is escalating.
3. I noted that the Tenant's Legal Representative withdrew from representation via letter submitted to TOP on March 6, 2026. The Tenant was issued a PIN for access to these matters on March 10, 2026.
4. The Tenant did not provide any evidence of either her medical issues or any attempts to seek new legal counsel in the almost three (3) weeks since her previous representative's withdrawal.
5. Based on this lack of evidence, and the submissions of the parties, I denied the Tenant's adjournment request and offered the Tenant the opportunity to take some time to prepare.
6. While discussing these preliminary issues with the Tenant, she continually interrupted me and would not follow my direction. Upon issuing my decision regarding her adjournment request, the Tenant abruptly disconnected from the hearing at 9:37 a.m. Given the Tenant's behaviour during the hearing, I determined that this disconnection was purposeful and proceeded with the hearing. The Tenant did not attempt to rejoin the hearing in the intervening two hours.

Determinations:

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the applications are granted and the tenancy is terminated as detailed below and is enforceable on an expedited basis.
8. The Tenant was in possession of the rental unit on the date the applications were filed.
9. LTB-L-107227-25 is an application based on a second N5 Notice, an N6 Notice and an N7 Notice. LTB-L-014941-26 is based on a separate N7 Notice.

N5 Notice of Termination – Substantial Interference

10. On August 5, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served that same day, based on noise incidents and threatening behaviour by the Tenant at various times during the period June 20 – July 30, 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* (the 'Act').
11. On December 10, 2025, the Landlord gave the Tenant a second N5 notice of termination, deemed served that same day. The notice of termination contains the following allegations:

- a) The Tenant left offensive, harassing, racist and threatening voicemails with the Landlord's previous legal representative on November 20-22, 2025 and November 27, 2025;
- b) The Tenant removed the smoke detector in her rental unit on November 26, 2025; and
- c) The Tenant changed the locks to her rental unit without permission on November 28, 2025.

N6 Notice of Termination

12. On December 10, 2025, the Landlord gave the Tenant an N6 notice of termination, deemed served that same day. The notice of termination contains the allegations that, on various dates from August 13, 2025 to November 28, 2025, the Tenant uttered threats against agents of the Landlord and tampered with/removed the smoke detector in her rental unit.

N7 Notices of Termination

13. On December 10, 2025 (for LTB-L-107227-25) and February 18, 2026 (for LTB-L-014941-26), the Landlord gave the Tenant two (2) N7 notices of termination, deemed served those same days. The notices of termination contain the following allegations:
- a) LTB-L-107227-25 – The Tenant removed the smoke detector in her rental unit and refused entry to the Landlord on November 26 and 28, 2025; and
 - b) LTB-L-014941-26 – The Tenant made threatening statements to staff of the Landlord and other tenants on various dates between June 20, 2025 and February 2, 2026.

Landlord's Evidence

14. The Landlord's Witness Shibil Siddiqi (SS) testified as follows:
- a) SS is a lawyer who was retained by the Landlord to assist with a Peace Bond and LTB proceedings;
 - b) SS started receiving offensive voice mails from the Tenant shortly after the commencement of the Peace Bond proceedings and the issuance of the various LTB Notices, on or about November 20-22, 2025. Transcriptions of these voice mails were provided into evidence;
 - c) The Tenant left between 60-65 voice mails during this period, with each message being approximately 2 ½ minutes long (the maximum length allowed on SS' voice mail system). The voice mails were left at the following dates and times:
 - i. November 20, 2025 -1:36 a.m. to 2:24 a.m.;

- ii. November 21, 2025 – 6:50 a.m. to 8:19 a.m.; and
 - iii. November 22, 2025 – 9:46 p.m. – 10:45 p.m.
- d) Given the times of these voice mails, SS believed that they were left while the Tenant was in her rental unit/residential complex;
 - e) These voice mails generally expressed discontent with the various proceedings between the Landlord and the Tenant, and contained a significant amount of racist, transphobic and homophobic comment. There were also comments made about the SS' children and accusations made about SS regarding sexual violence; and
 - f) He has a “thick skin” after a number of years of legal practice, but this sustained level of harassment by the Tenant has made him reconsider whether this aspect of his practice (he normally practices labour and employment law) is worth it.

15. The Landlord's Witness Jessica McLennon (JM) testified as follows:

- a) She is an Assistant Property Manager for the Landlord;
- b) On June 20, 2025, the Tenant accused JM of entering the Tenant's rental unit, which JM denied;
- c) The Tenant told JM that she would defend herself and kill anyone that steps foot into her unit. JM took this comment as a threat against her;
- d) On June 24, 2025, the Tenant spoke with JM and indicated that she believed that police had entered her rental unit. She told JM that she had no problem killing a police officer or anyone else to defend herself. JM indicated that police had not attended the residential complex;
- e) On June 26, 2025, the Tenant accused JM of giving the police keys to her rental unit. She called JM various names and later indicated that she was going to cause harm to JM;
- f) As a result of these interactions, JM's office was moved to an adjacent building with better security;
- g) Due to the Tenant's behaviour, the Landlord instituted a “buddy system” for staff to provide them with safety and security;
- h) The Tenant targeted JM on social media, requiring JM to change her name on several platforms; and
- i) With the support of the Landlord, a Peace Bond was sought against the Tenant, prohibiting the Tenant from contacting or communicating with JM, or attending the building where JM worked – this Peace Bond was entered into evidence.

16. The Landlord's Witness Julianna Carafa (JC) testified as follows:

- a) She lives in the residential complex and is familiar with the Tenant;

- b) The Tenant frequently filmed JC with her phone in the residential complex and posted videos to TikTok without permission from JC – several of these videos were entered into evidence; and
- c) She has no idea why the Tenant did this, but it made her feel unsafe in the building.

17. The Landlord's Witness, Marry Alhalawchee (MA) testified as follows:

- a) MA lives in the residential complex in a rental unit close to the Tenant and is familiar with the Tenant;
- b) The Tenant makes a lot of noise in the residential complex and is frequently loudly talking to herself;
- c) Several weeks prior to the hearing, the Tenant knocked on MA's door and indicated that she was going to bring someone from Jane/Finch to "hit her";
- d) The Tenant frequently makes comments about MA's gender identify and calls her a "devil"; and
- e) MA does not sleep well due to the Tenant's screaming in her rental unit.

18. The Landlord's Witness Tina Le (TL) testified as follows:

- a) TL is the Director of Property Management for the Landlord and is familiar with the Tenant;
- b) The Tenant's behaviour has had a significant impact on other tenants and the Landlord's staff, including their legal counsel;
- c) TL tries to deal with the Tenant herself, to shield her staff from the concerning behaviours. Her interactions with the Tenant make her anxious;
- d) On November 26, 2025, TL sent a letter to the Tenant indicating that her smoke detector has been found on the ground outside her rental unit and that tampering with smoke detectors was prohibited by the Ontario Fire Code. A picture of the removed smoke detector was provided into evidence;
- e) The Tenant refused a number of requests for entry to the unit to repair the smoke detector;
- f) The smoke detector was finally replaced on January 13, 2026 upon the attendance of an inspector from Toronto Fire Service;
- g) The Tenant believes that the smoke detector is somehow recording her; and
- h) The Tenant's interactions with TL have become more aggressive as time passes.

19. The Landlord's Witness Kusha Dadui (KD) testified as follows:

- a) KD is a community partnership coordinator, responsible for linking tenants with supporting agencies;
- b) KD is familiar with the Tenant and has been working with her for 3 years;
- c) The Tenant has not been cooperative with the offers of support from KD;
- d) KD feels unsafe and discriminated against due to the Tenant's behaviours, including the Tenant making transphobic comments; and
- e) KD has held numerous eviction prevention meetings with the Tenant, to little avail.

20. The Tenant did not attend the hearing to provide any evidence.

Applicable Law

21. The first N5 notice was served under section 64 of the Act which states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

22. The second N5 notice was served under section 68 of the Act which states:

68 (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) a notice of termination was given to the tenant under section 62, 64 or 67; and
- (b) more than seven days but less than six months after the notice mentioned in clause (a) was given to the tenant, an activity takes place, conduct occurs or a situation arises that constitutes grounds for a notice of termination under section 60, 61, 62, 64 or 67, other than an activity, conduct or a situation that is described in subsection 61 (1) and that involves an illegal act, trade, business or occupation described in clause 61 (2) (a).

23. The N6 notice was served under section 61 of 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. 2006, c. 17, s. 61 (1).

24. Section 75 of the Act states:

75 The Board may issue an order terminating a tenancy and evicting a tenant in an application under section 69 based on a notice of termination under section 61 whether or

not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation.

25. The N7 notice was served under section 66 of the Act, which states:

66 (1) 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.

26. Section 264.1 of the *Criminal Code* states that:

264.1 (1) Every one commits an offence who, in any manner, knowingly utters, conveys or causes any person to receive a threat

(a) to cause death or bodily harm to any person;

(b) to burn, destroy or damage real or personal property; or

(c) to kill, poison or injure an animal or bird that is the property of any person.

27. Section 6.3.3.6 of O.Reg. 213/07: Fire Code under *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, states:

6.3.3.6. No person shall disable a smoke alarm.

Analysis

28. I find that the Landlord has proven, on a balance of probabilities, that the Tenant has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the Landlord or another tenant.

29. The Landlord, through its witnesses and documentary evidence, provided a clear and cogent history of the incidents that led to the issuance of the second N5 Notice. The Landlord further provided compelling evidence, particularly through witness testimony of JM, MA and TL, of the effects of the Tenant's behaviour on the reasonable enjoyment of the residential complex by other tenants and the staff of the Landlord.

30. I also find that the Landlord has proven, on a balance of probabilities, that the Tenant committed the illegal acts of uttering threats (contrary to subsection 264.1(1) of the *Criminal Code*) and disabling a smoke alarm (contrary to section 6.3.3.6 of the *Fire Code*) in the residential complex and that the Tenant seriously impaired the safety of another person in the residential complex through these same actions, in accordance with the N7 Notice.

31. The testimony of JM regarding her experiences with the Tenant that led to the ultimate issuance of a Peace Bond, as well as TL's testimony about the repeated issues with the smoke detectors, were clear and credible. Both witnesses clearly explained the effects of the various incidents on them and other tenants/staff and were able to provide clarification without hesitation when asked to by the Board.

Compensation

32. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
33. The Landlord collected a rent deposit of \$1,395.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$6.82 is owing to the Tenant for the period from January 1, 2026.

Relief from eviction

34. 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.
35. The Landlord is requesting a termination of the tenancy. The Landlord states that the residential complex serves a vulnerable population and that the Tenant's behaviour has both put these other tenants and the staff of the Landlord at risk.
36. The Tenant did not appear at the hearing to provide testimony or evidence regarding any s. 83 circumstances that I should take into consideration. While I am mindful that the Tenant made passing references to health issues, and that an eviction order will affect the Tenant, the nature of the Tenant's offences warrant terminating the tenancy. Accordingly, I find that it is appropriate to terminate the tenancy.
37. The Landlord also requested expedited enforcement and eviction date based on the seriousness of the Tenant's behaviours.
38. Section 84 of the Act says:
- 84** Subject to clause 83 (1) (b), the Board shall, in an order made under section 69 based on a notice given under subsection 61 (1) that involves an illegal act, trade, business or occupation described in clause 61 (2) (a) or based on a notice given under section 63, 65 or 66, request that the sheriff expedite the enforcement of the order.
39. The Landlord's request for expedited enforcement of the eviction order is granted. I find the request for expedited enforcement to be reasonable; the Tenant is alleged to have committed serious offences and seriously impaired the safety of other tenants and staff.
40. For the same reasons, I find the request for an expedited termination date is also reasonable considering the potential risk to and safety of the community in the residential complex.

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. The Sheriff is requested to expedite enforcement.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$1,401.82 which is the amount of the rent deposit and interest on the rent deposit.
6. The total amount the Landlord must pay the Tenant is \$1,215.82
7. If the Landlord does not pay the Tenant the full amount owing on or before June 26, 2026, the Landlord will start to owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Curtis 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 24, 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.