



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bruce County Housing Corporation v McCullough, 2026 ONLTB 46483

Date: 2026-06-19

File Number: LTB-L-015339-26

In the matter of: 102, 529 GARY ST
KINCARDINE ON N2Z0G8

Between: Bruce County Housing Corporation Landlord

And

Mitchell McCullough Tenant

Bruce County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Mitchell McCullough (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

This application was heard by videoconference on June 8, 2026.

The Landlord's agent Krista Wilken, Landlord's witness Deb Harron, and the Tenant attended the hearing. The Tenant signed into the hearing block late, at 10:25 a.m., and the parties met privately in a breakout room before proceeding to mediation. At approximately 11:40 a.m., the Landlord's agent stated that after their meeting, the Tenant disconnected before they could meet with the Dispute Resolution officer and the Moderator noted on the docket that the Tenant disconnected at 11:05 a.m. The matter was held down until 1:00 p.m. to see if the Tenant would return. At 1:04 p.m., the Landlord's agent went to the Tenant's rental unit and knocked on the door, but the Tenant did not respond.

As of approximately 1:05 p.m., the Tenant was not present, and the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue:

1. At the hearing, the Landlord requested to amend the order to seek the Landlord's reasonable out-of-pocket expenses of \$839.52 that are the result of the Tenant's conduct

or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

2. I granted the request to amend as I am satisfied based on the Certificate of Service that the Tenant was served with the amended application as required by the *Residential Tenancies Act, 2006* (the "Act") on May 22, 2026 by mail, deemed served May 27, 2026.

L2 application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, the Landlord seeks a conditional order requiring the Tenant to refrain from conduct outlined in the N5 Notice. The Landlord also seeks an order for the reasonable out-of-pocket expenses with an extension of time to pay.
4. I find that, in the circumstances, it would not be unfair to grant relief from eviction and the tenancy will continue on the conditions set out below.
5. The Tenant must also pay the Landlord's reasonable out-of-pocket expenses of \$839.52 and the filing fee of \$186.00 on or before December 31, 2026. If the Tenant does not pay this amount, the Tenant must move out of the rental unit.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. The tenancy began October 18, 2021 and the rental unit is a rent-geared-to-income unit.

N5 Notice of Termination - Substantial interference

8. On January 23, 2026, the Landlord gave the Tenant an N5 notice of termination deemed served January 28, 2026. The notice of termination contains the following allegations: the Landlord noticed during a unit inspection on December 3, 2025 that the Tenant had constructed a storage shed on his patio without permission. He continued to add on to the structure over the month despite being asked to remove it, and the Landlord received complaints from other tenants of noise from construction, including in the night.
9. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenant continued to add to the structure until the Tenant removed the structure fully on April 27, 2026 after the Landlord and Tenant were served with an Order to Remedy by the Municipality of Kincardine on April 8, 2026. The order required that the structure be removed by April 27, 2026. The Landlord entered photos into evidence showing the structure on December 3, December 23, December 25, 2025 and February 6, 2026. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
10. The Tenant, another occupant of the rental unit, or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.

11. The Landlord's witness Deb Harron lives in the rental unit directly above the Tenant. She testified that her bedroom is directly above the Tenant's patio, and she heard construction noise including hammering, sawing, and drilling as well as loud music from the Tenant's patio while he was constructing the shed. The times varied, but often the construction occurred overnight, including Christmas Eve, and she was unable to sleep due to the noise despite closed windows and a running fan. She testified that she was very stressed and that the noise greatly interfered with her enjoyment of her unit because the inability to sleep impacted her health issues and decreased her ability to do her regular activities because she was tired.
12. The Landlord has incurred reasonable out-of-pocket expenses of \$839.52. These expenses were incurred as a result of the substantial interference.
13. The Landlord's agent stated that after the Order to Remedy was issued, the Tenant dismantled the shed and disposed of the construction materials and contents of the shed including bicycle parts, large furniture, and other items in the garbage room of the residential complex. The Landlord submitted photos taken from security cameras outside the garbage room which show the Tenant taking construction materials into the garbage room on April 24, 2026. Photos of the items left in the garbage room show items that were in photos taken inside the storage unit prior to it being dismantled.
14. The Landlord also submitted into evidence a photo of a sign on the door of the garbage room which informs tenants that only regular household waste is permitted, and furniture or construction waste are the responsibility of the tenants. It also states that a chargeback will be applied if the Landlord is required to dispose of such items.
15. The Landlord submitted a copy of a letter dated May 1, 2026 and attached invoice from the Landlord to the Tenant notifying him of a charge of \$839.52 incurred by the Landlord to dispose of the wood, bike parts, and other items.

Daily compensation, NSF charges, rent deposit

16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.

Relief from eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's specific request for a conditional order based on the behaviour, 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. For the remainder of the tenancy, the Tenant shall not construct any unauthorized structures or projects on the patio or elsewhere in the residential complex.
3. For the remainder of the tenancy, the Tenant shall not use the garbage room to dispose of prohibited items including, but not limited to, non-household waste, furniture, or construction materials.
4. For the remainder of the tenancy, the Tenant shall refrain from making loud noises as outlined on the N5 Notice such as hammering, drilling, banging, or playing loud music.
5. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 4 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.
6. **On or before December 31, 2026**, the Tenant shall pay to the Landlord \$839.52, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$1,025.52.
9. **If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2026, the Tenant must move out of the rental unit on or before December 31, 2026.**
10. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2027 at 4.00% annually on the balance outstanding.
11. If the unit is not vacated on or before December 31, 2026, then starting January 1, 2027, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 January 1, 2027.

June 19, 2026
Date Issued

Margo den Haan
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 July 1, 2027 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.