



Order under Section 69 Residential Tenancies Act, 2006

Citation: 241 LLOYD STREET HOLDINGS CORP. v SIMPSON, 2026 ONLTB 48651

Date: 2026-06-22

File Number: LTB-L-015951-26

In the matter of: 405, 241 LLOYD ST
SUDBURY ON P3B3X3

Between: 241 LLOYD STREET HOLDINGS CORP. Landlord

And

RYAN SIMPSON Tenants
REBECCA OSAWAMICK

241 LLOYD STREET HOLDINGS CORP. (the 'Landlord') applied for an order to terminate the tenancy and evict RYAN SIMPSON and REBECCA OSAWAMICK (the 'Tenants') because the Tenant, another occupant of the rental unit or someone the Tenants permitted in the residential complex have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on June 17, 2026. The Landlord's Agent, Melissa Rantala, and witness, Glenn Sands, and Representative, Angie Gravelle, and the Tenants, supported by Jessica Gamache, attended the hearing.

Determinations:

1. 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. Therefore, the tenancy shall terminate on July 15, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On February 9, 2026, the Landlord gave the Tenant an N5 notice of termination alleging that the Tenants substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

4. By way of background, the rental unit is located in a building with 61 mixed-residential units. The Tenants' rental unit is located on the 4th floor, and the tenancy began on December 19, 2026.
5. The Tenants did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The voiding period was between February 10 through 17, 2026. On February 11, 2026, the Landlord's agent reports visitors or guests of the Tenants were outside the residential complex screaming to be let into the rental unit at approximately midnight. Upon investigation, the parties after being let into the building, attended the rental unit ('Unit 405'). Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
6. The Tenants were required to pay the Landlord \$3,932.24 in daily compensation for use and occupation of the rental unit for the period from March 6, 2026, to June 17, 2026, less any amounts already paid by the Tenants to the Landlord.
7. Based on the monthly rent, the daily compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.
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 \$1,150.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$11.12 is owing to the Tenants for the period from January 1, 2026, to June 17, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.
11. The Landlord's Agent is the property manager for the building. She testified that since the tenancy began in December 2025, there have been consistent complaints about the behaviour of the Tenants and their guests. For example, on January 26, 2026, the superintendent observed the Tenants and their guests walking through common areas of the residential complex smoking. The parties were observed entering the Tenants' rental unit. A copy of the lease was submitted into evidence and the Tenants agree that they understood the rental complex was non-smoking. A photo of cigarette butts in the hallway immediately outside the elevator, taken on the same night, was also submitted into evidence.
12. The Landlord's Agent submitted into evidence multiple emails from the superintendent, and at least two other former Tenants of complaints about the behaviour of the Tenants and/or their guests. By way of example, there were 10 complaints made in February 2026. The complaints are usually that guests of the Tenants are outside yelling to be let in, whistling, or throwing stones or snowballs at the Tenants' window to get their attention. Frequently these interactions took place late at night.
13. The building has a locked front vestibule containing a panel to alert tenants that you are downstairs waiting to be "buzzed in." Prior to the tenancy commencing, due to people in the community sleeping in the vestibule, it was decided the safest course of action was to lock the front door which can only be opened with a key fob. The Tenants were issued a key fob and advised of this when the tenancy began, although the Tenants deny this.

Regardless, the net effect is that when guests of the Tenants wish to attend the rental unit, if they cannot be “buzzed in” unless they first access the locked vestibule.

14. When complaints are received, the building superintendent would observe the parties on the CCTV system through his cellular phone. After which, he would follow the individuals. Invariably, the parties would be admitted into Unit 405.
15. In addition, the Tenants, and their guests, have been observed sitting or sleeping outside the Tenants’ rental unit in the hallways. The guests frequently appear to be intoxicated. Recently, one of the Tenants’ guests defecated in the stairwell. Police have been called on multiple occasions to remove individuals from the residential complex.
16. The Landlord’s Agent explains that this ongoing behaviour has had a detrimental effect on the building. Two long-term tenants with good payment history vacated the building because of the continued disturbances. Other tenants report being fearful after having negative interactions in the hallways with the Tenants’ guests. The original superintendent, who had been working at the building between January and May 2026, left the job citing that the disturbances, because they had to get up each time to investigate the Tenants’ guests, were too much.
17. The Landlord’s witness also testified. He is the new superintendent and began the job on June 1, 2026. He states he personally has observed the Tenants and their guests’ using drugs in the stairwells.
18. The Tenants raise that they are not the only parties on the 4th floor who have late night guests and suggest that they are being unfairly targeted by the building management. They also submit that there is no camera on the 4th floor, so how can building management be certain that it is their guests who have caused the disturbances.
19. I am not persuaded that it was not the Tenants or their guests who caused the disturbances. There is ample evidence, by way of emails, in which the superintendent reported observing the individuals attending Unit 405. Further, the witness has personally observed the Tenants and their guests in the stairwells recently. Although there may be another individual on the 4th floor who has also contributed to problems, there is ample evidence to support that the Tenants’ guests were problematic.
20. 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 postpone the eviction until July 15, 2026 pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance.
21. The Tenants’ support person, who is their housing support worker, provided submissions pursuant to s.83. Both Tenants were described as being “chronically unhoused” and unfamiliar with the normal expectations of behaviour in this setting. Both parties are in receipt of social assistance and need to remain in the area in order to continue to access community supports which has made finding alternative accommodations more challenging.

23. When I consider the prejudice to the parties, I am not persuaded that the tenancy is tenable nor that an extended termination date beyond July 15, 2026, is appropriate. The Tenants took very little responsibility for their behaviour during the hearing and did not appreciate how their behaviour, or that of their guests, would have a negative impact on the other tenants in the building. The Landlord estimates five additional complaints about the Tenants had been made in the week prior to the hearing. Further, the Landlord has faced significant prejudice having lost two tenants and an employee resulting from the Tenants' and their guests' behaviour.
24. I am of the view a short delay in termination is appropriate; however, given the challenges the Tenants face in finding housing.
25. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 15, 2026.
2. If the unit is not vacated on or before July 15, 2026, then starting July 16, 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 July 16, 2026.
4. The Tenants shall pay to the Landlord \$3,932.24, which represents compensation for the use of the unit from March 6, 2026, to June 17, 2026, less any amounts already paid by the Tenants to the Landlord.
5. The Tenants shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting June 18, 2026, until the date the Tenants move out of the unit, less any amounts already paid by the Tenants to the Landlord.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,161.12 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
8. The total amount the Tenants must pay the Landlord is \$2,957.12 less any amounts already paid by the Tenants to the landlord.
9. Each party shall pay the other as a result of this order.
10. If either party does not pay the other the full amount owing on or before July 15, 2026, the party will start to owe interest. This will be simple interest calculated from July 16, 2026, at 4.00% annually on the balance outstanding.

June 22, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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 January 16, 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.