



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-042461-26

In the matter of: Unit 2, 5 PEEL ST
BARRIE ON L4M3K7

Between: PROPERTY MANAGEMENT BROKERS INC. Landlord

And

Lida Melo-Calder Tenant

PROPERTY MANAGEMENT BROKERS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Lida Melo-Calder (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 June 22, 2026.

Only the Landlord's Legal Representative, J. Cramer, attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Tenant must move out of the rental unit by July 4, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On May 14, 2026, the Landlord gave the Tenant a Notice to End your Tenancy For Illegal Acts (N6 Notice) and a Notice to End your Tenancy For Causing Serious Problems in the Rental Unit or Residential complex (N7 Notice) pursuant to sections 61 and 66 of the Residential Tenancies Act, 2006 (the 'Act'). The N6 Notice and N7 Notice contains the following allegations:

- May 7, 2026 at 1:15 p.m. – The Tenant was captured on video approaching a white Mazda 3 belonging to another resident in the complex, puncturing both rear tires with a sharp object. The Tenant was charged and arrested.
- Apr 6, 2026 at 10:36 a.m. – The Tenant engaged in a sustained campaign of harassment directed toward another resident, specifically the Tenant contacted the other resident's employer and made a series of unfounded allegations, including accusations that he was a pedophile, rapist, terrorist and stalker. The Landlord alleges these accusations were unfounded, malicious, and intended to intimidate or otherwise harm the other resident's reputation and/or employment, and that this conduct may amount to criminal harassment.

4. Subsection 61(1) of the Act provides that:

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.

5. Subsection 66(1) of the Act provides that:

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.

6. The Landlord's Legal Representative provided a copy of a video recording taken on May 7, 2026 at 1:15 p.m. of the parking lot at the residential complex into evidence (DOC-7968633). He submitted that the recording showed the Tenant walking up to another resident's vehicle (white) with a large knife and puncturing both rear tires several times. In support of the identification of the Tenant, he provided a copy of still photograph taken in the same area on this same date which clearly shows the Tenant into evidence (DOC-7968641).

7. The Landlord's Legal Representative submitted that the complaining resident is afraid of the Tenant. He also submitted that the police arrested, charged and released Tenant for this incident. He further submitted a copy of an email the other resident's employer received from the Tenant dated April 6, 2026 into evidence (DOC-7968644) that the Landlord asserts amounts to criminal harassment. The email read as follows:

"I would like to give you a heads up on one of your employees jonathan saunders orange haired guy with the white mazda hes a very violent man with a history of rape he was put on probation still is and violates that he was stalking me all over orillia last week and watched me in the costco parking lot and has been making terroristic threats at me in my apartment through the wall day an night he owes dangerous people money he thinks preying on me will resolve his problems hes a pedophile and a major drug user he is not who he says he is or acts like hes a malignant liar."

8. The Landlord's Legal Representative further submitted that the resident has also reported to the Landlord that the Tenant bangs loudly and yells on the wall between their units. In support of this a copy of a recording dated April 13, 2026 was provided into evidence (DOC-8171903). Upon review of the recording the following could be heard, at 00:40 to 1:00 seconds yelling and loud banging, at 1:48 to 2:15 yelling and banging, then again at 2:24 to 2:48 seconds more yelling and loud banging, also at 3:11 to 3:40 seconds more yelling and loud banging, also at 4:25 to 4:45 seconds more yelling and banging, also at 5:59 to 6:37 seconds more yelling and loud banging, and 7:27 to 7:30 seconds yelling, 8:06 to 8:18 seconds yelling, 8:55 to 9:05 seconds yelling and banging, and finally at 10:21 to 10:36 seconds more yelling.
9. Based on the uncontested evidence before me, I was satisfied that the Tenant committed an illegal act in the residential complex by slashing another resident's tires on his vehicle parked in the parking lot (Vandalism/Mischief). The Tenant is seen on video committing this act, for which she was arrested and charged with an offence by the police. Additionally, I was satisfied that the Tenant's conduct of carrying a large knife on the residential complex, before committing this offence and her loud banging and yelling of threats through wall at the other resident seriously impaired the safety or of the other resident and all residents in the complex.
10. The lawful rent is \$1,375.00 and it is due on the 1st day of each month. The Landlord's Legal Representative confirmed that all rent owing to June 30, 2026 has been paid by the Tenant. Based on the monthly rent, the daily compensation is \$45.21. This amount is calculated as follows: \$1,375.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,375.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$174.00 is owing to the Tenant for the period from August 22, 2019 to June 22, 2026.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 July 4, 2026.

2. If the unit is not vacated on or before July 4, 2026, then starting July 5, 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 5, 2026. The Sherrif is requested to expedite the enforcement of this order.
4. The Tenant shall also pay the Landlord compensation of \$45.21 per day for the use of the unit starting July 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,549.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$549.22.
8. However, the Landlord is authorized to deduct from amount owing to the Tenant \$45.21 per day for compensation for the use of the unit starting July 1, 2026 to the date the Tenant moves out of the unit.
9. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 29, 2026
Date Issued

Lisa Del Vecchio
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 January 5, 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.