



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-043318-26

In the matter of: 303, 865 SHERBROOKE ST
PETERBOROUGH ON K9J2R3

Between: MacPherson Realty Landlord

And

Thomas Russell Tenant

MacPherson Realty (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Russell (the 'Tenant') because:

- 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.

The Landlord's Legal Representative, C. Francey, the Landlord's Agent, C. Wilson, the Tenant's Agent, A. Brook, and the Tenant attended the hearing. Laura Greenwood provided tech support to the Tenant.

The following witnesses testified at the hearing:

Britany Armitage (BA), another resident of 865 Sherbrook Street, on behalf of the Landlord
David Wilson (DW), another resident of 865 Sherbrook Street, on behalf of the Landlord.

Determinations:

Adjournment Request - Denied

1. At the outset of the hearing, the Tenant's Agent, who is a friend and has known the Tenant for fourteen years, requested an adjournment as she has filed the paperwork to be appointed the Tenant's litigation guardian but has not been appointed as of yet. She also wished to go and speak with a lawyer on his behalf but it has been difficult to coordinate as

the Tenant does not have a phone. She further would like the opportunity to talk to more agencies and review the evidence presented.

2. The Landlord's Legal Representative opposed an adjournment citing that the issues in this application are causing significant safety concerns and was scheduled for an expedited hearing. She also submitted that the Tenant has uploaded supporting evidence to the portal for some time now and has had ample time to seek legal representation. She also submitted that the LTB does not require a litigation guardian and that the Tenant's Agent can assist him or present for him at this hearing since he provided consent.
3. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') provides that the LTB must adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter (Emphasis Added).
4. Guideline 1 of the *Landlord and Tenant Board's Interpretation Guidelines* (the 'Guidelines') provides that parties are expected to make any necessary arrangement to proceed with a hearing on the date in the Notice of Hearing. Section 21 of the *Statutory Powers Procedure Act, 1990* (the 'SPPA') provides that a hearing may be adjourned where it is shown to the satisfaction of the LTB that an adjournment is required to permit an adequate hearing to be held (Emphasis Added).
5. The Tenant's request for an adjournment is granted. The LTB does not require the Tenant's Agent to be appointed his litigation guardian in order for her to have standing before the LTB. The Tenant is present and consented to her acting as his Agent. Additionally, the Tenant can provide written consent to a legal clinic or representative for them to counsel/disclose information to the Tenant's Agent on his behalf.
6. This application was filed on May 11, 2026 and the Notice of Hearing was emailed to the parties on May 20, 2026. A request to short the time to a hearing was granted given the seriousness of the allegations in this application. The Tenant has access to the portal and has provided his supporting evidence as required. The Tenant and his Agent also had the opportunity to consult with Tenant Duty Counsel prior to this hearing.
7. Given the above, I was satisfied that the Tenant has had sufficient time to seek his own legal representation before today's date and in any event had the benefit of Tenant Duty Counsel today before the hearing. The Tenant and his Agent are present, and she is able to speak on his behalf if necessary in response to the allegations in this application and any circumstances regarding his housing needs given their fourteen year relationship. Therefore, I was not satisfied that an adjournment is required to permit an adequate hearing.

L2 application

8. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy shall continue provided that the Tenant meets the terms and conditions set out below.
9. The Tenant was in possession of the rental unit on the date the application was filed.

10. On May 16, 2026, the Landlord gave the Tenant a Notice to End your Tenancy For Causing Serious Problems in the Rental Unit or Residential complex (N7 Notice) pursuant to section 66 of the Act. The N7 Notice contains the following allegations:

- May 13 at 4:45 a.m. The building manager was awakened by a long buzzing on the intercom by Tenant who also sent a text message. These were ignored as it is not safe to deal with the Tenant when he is using late at night;
- At 4:55 a.m. – The building manager was again buzzed for a long period;
- At 5:14 a.m. – The building manager received a short, whispered call from another tenant who had just called the cops. This female tenant was panicked. She advised that the Tenant was pacing at the front of the building, when she parked he ran around the back and up to her car. She was unable to exit the car and he kept yelling “Please Please.”
- Subsequently, units 304 and 305 also notified the building manager that they were buzzed multiple times by the Tenant to be let in the building;
- No one will let the Tenant into the building because he has a key but chooses to loan it, lose it, or just not have it with him, he is hyper aggressive and they are fearful of him, and some have spoken to the police about Criminal Harassment and conversing with him is contrary to police advice.
- Subsequent viewing of the security cameras positively identified the person in question as the Tenant.
- May 13, 2026 – the Tenant of unit 304 requested police attend re: Criminal Harassment. They spoke with the Tenant. The Tenant was also issued a no trespass for 895 Sherbrooke as it is separate building;
- The Tenant is very aggressive and combative, everyone there, including tenants on balconies at 895 Sherbrook were fearful of his current and future actions.
- The Tenant seldom attends to get access to the building alone, and frequently has multiple people waiting outside, often near the building or under the second floor balconies. When another tenant is woken up by their noise, the Tenant yells up to be let in.

11. 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.

11. The Landlord’s Agent, who is a full time employee of the Landlord and operates as the Superintendent for the last six years, resides in a unit in the building at 895 Sherbrook Street. He stated that the buildings, 895 and 865, are adjacent approximately twenty feet apart and each have twenty-two units over three floors. He also stated that the Tenant has been in his unit since April 2022 and that there were only small issues during the tenancy before the major ones began about one and half years ago.

12. He stated that on May 13, 2026 he was asleep in bed when his intercom started going off repeatedly which was followed by a text from the Tenant. He also stated that he looked at the time and decided to not go out. At 5:10 a.m., he stated that his intercom went off again for about ninety seconds. Then at 5:14 a.m., he stated he received a call from another tenant, who was very upset, saying she just dropped her husband off at work and upon returning to the building the Tenant ran up to her car waving his hands and saying "please, please." The Landlord's Agent stated that she then called back and said the Tenant went back around to the front of the building so she was able to get out of her car and into the building.
13. He also stated that later that day he received complaints from units 304 and 305 that they too were buzzed by the Tenant in the early morning hours. He stated that the Tenant is unable to use his key to the exterior door, as the Tenant says he lost them or gave them to someone else. The Landlord's Agent stated that the Tenant has his keys one day and the next he doesn't, and when he doesn't he just yells up to be let in by someone. By May 13, 2026, this has happened dozens of times to other tenants and the police have spoken with the Tenant about criminal harassment and told him he would be charged if he buzzes them again.
14. He further stated that on May 13, 2026 while the Tenant was speaking with the police, the Landlord's Agent issued a trespass notice to the Tenant for building 895, telling him he cannot come to that property and that if he needed to get a hold of the Landlord to send a text message. The Landlord's Agent also stated that during this discussion the Tenant got heated and was asked multiple times to settle down, but when the Tenant is upset he paces and waves his arms which appears threatening.
15. Under cross-examination, the Landlord's Agent confirmed that with the trespass order in place, the Tenant must call or text him, and that the Tenant has never indicated he does not have a phone and in fact he sent a text in the early morning hours on May 13, 2026. Under cross-examination, the Landlord's Agent also confirmed that he did not have to respond to the Tenant's request for entry on that date, and it was not safe to do so given past experience dealing with the Tenant, as he is aggressive, combative and threatening.
16. The Landlord's witness, BA, who resides across the hall diagonally from the Tenant, testified that on May 13, 2026 she had returned to the parking lot after dropping off her husband at work. She testified she had been concerned about another vehicle that had been parked beside them when she left to drop off her husband as someone was sitting in the car. She testified that while she was reversing into a spot, she saw a person at the front of the building run toward her car. She testified that she did not want to get out of the car. She testified that they were pacing around her car then came up to her side and were saying something. She testified that she just shook her head no and to go away. She testified that they eventually went back to the front of the building.
17. BA also testified that she has had other incidents involving multiple people at the building, coming up to her car, passed out in the stairwell, and yelling at her. She further testified that in this incident she felt aggression from the Tenant, she did not know if he was alone, she is now stressed out, and her husband now walks to work.

18. Under cross-examination, BA confirmed that the other people in the building, like those passed out in the stairwell are attributed to the Tenant. She also confirmed that she does know that the Tenant lives across from her and has let him in to the building previously, but she testified that she tries to keep to herself and when she could not get away from that situation it was really hard and has been a lot.
19. The Landlord's witness, DW, who resides in unit 304, and is the Landlord's Agent's son, testified that his household was woken up by the Tenant buzzing their intercom on May 13, 2026 which he complained about to the Landlord. DW testified that he understands that the Tenant loses his keys but he should not be buzzing them to be let in especially since he has spoken with police about prior incidents with the Tenant and the Tenant was told to not have any contact with him or be charged with criminal harassment. DW further testified that the Tenant becomes very aggressive when trying to get into the building and has bullied his wife to gain access to their apartment in order to jump across the balcony to get into his unit.
20. Under cross-examination, DW confirmed that the Tenant had been spoken to by police two times previously, and was formally cautioned on May 13, 2026 which is the last step before laying charges. DW confirmed that the Tenant has not been charged with anything related to these incidents as of yet.
21. The Tenant testified that May 13, 2026 was a rainy cold night and he was locked out of his unit and had no where to go. He testified that he has a disability related to a brain injury (multiple concussions), and suffers from PTSD. He also testified that as a result he has memory issues and has a problem retaining his keys. He recalled buzzing the Superintendent but did not recall buzzing multiple times. He also testified that he has a problem with knowing what time it is, as he does not have a phone or a watch.
22. He also testified that he had seen some people leave for work so he believed it to be morning and he left the lobby to see if someone was awake and on their balcony which is when he saw his neighbour, BA, in her car. He testified that she had let him in the building before so he walked up to her car and she waived him off so he went back to the front and waited. He testified that he eventually gained access to the building when another tenant left to go to work.
23. He also testified that it was later in the day that he saw police at the building and walked up to them to see if they were there for him. He testified that they talked to him and advised him to not buzz DW's unit and that there is a trespass order for the other building. He also testified that he asked how he can contact the Superintendent and that he does not have keys to the building and his unit. He further testified that he went to the Landlord's office to obtain keys and was told that he is not getting the keys, so he called the police to ask if he could break into his own unit, then the Landlord's Agent gets a call and the unit door is now unlocked.
24. The Tenant further testified that he gets blamed for people in the building that he has not let in but because the door is unlocked. He provided a letter into evidence (DOC-8156873) dated May 13, 2026 in which he confirms to the Landlord that he does not authorize any person to reside in or occupy his unit without his knowledge or consent. He testified that unless he is in the building with that person, they do not have his permission

to be there. The Tenant also asserted that he was the victim of a hostage takeover of his unit in the past and received help from his local counsellor who had provided a letter on his behalf a copy of which he provided into evidence (DOC-8156888).

25. Under cross-examination, the Tenant concurred that his behaviour toward BA on this occasion may have come off as aggressive which he confirmed he only realized after hearing her testify.
26. Based on the evidence before me, there seemed to be no dispute that on May 13, 2026 the Tenant buzzed the Landlord's Agent, two other residents, and approached BA to gain access to the building. I was satisfied that the way in which the Tenant approached BA who was parking her car in the early morning hours of May 13, 2026 at the complex after dropping off her husband at work was in a manner that was likely aggressive, intimidating and threatening.
27. The Tenant acknowledged that it was cold and rainy and he had been trying for some time to get into the building. Given this, I find it likely that he did run up to BA's car perhaps dishevelled from the weather and extremely impatient from having to wait outside for so long. I also find it likely that he was waving his arms and pacing as another witness described this type of behaviour from the Tenant in the past. From BA's perspective this must have been very terrifying as a woman alone in dark rainy parking lot. Even during her testimony she was extremely emotional recalling this event. Whether the Tenant meant to be aggressive or not is irrelevant as his approach, body language and demeanour was aggressive, intimidating and threatening in that incident.
28. Therefore, I find that on this occasion, May 13, 2026, the Tenant's conduct seriously impaired the safety of BA at the residential complex as this aggressive, intimidating and threatening behaviour from the Tenant amounted to a confrontation wherein BA feared for her physical safety. With respect to the other incidents on this occasion, namely the intercom buzzing of the Landlord's Agent's unit and two other resident's units, I find do not they meet the threshold of an impaired safety of another person at the complex. I find this conduct to amount more likely to an interference given the testimony that the impact of this conduct only disturbed the witnesses' sleep and was annoying.
29. There were many other incidents that were presented in the testimonies, however the LTB can only consider those allegations listed in the N7 Notice when determining whether to terminate the tenancy. Subsection 43(2) of the Act provides in part that if a notice of termination is given by a landlord, it shall also set out the reasons and details respecting the termination (**Emphasis Added**). In this case, the Landlord solely relied on the allegations of impaired safety in the N7 Notice submitted with this application. Any prior issues of alleged harassment, the Tenant's guests, and/or other conduct was not set out in the N7 Notice.
30. The lawful rent is \$1,019.05 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 \$33.50. This amount is calculated as follows: \$1,019.05 x 12, divided by 365 days.

31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
32. The Landlord collected a rent deposit of \$1,019.05 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$3.11 is owing to the Tenant for the period from May 1, 2026 to June 22, 2026.

Relief From Eviction

33. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
34. The Landlord's Legal Representative requested an eviction. She submitted that based on the testimony it would be unfair to not evict as the other residents mental health is significantly impacted by the Tenant's conduct. She also submitted that the Tenant has not presented a viable solution to his ongoing issue of not keeping his keys.
35. The Tenant's Agent submitted that it is very important that the tenancy continues as the rental market is tough. She submitted that the Tenant has a medical issue, acknowledge the allegation in this application, hopes to overcome his addiction issues, and has worked hard to remedy this tenancy. She further submitted that an eviction would only contribute to his on-going addiction issues.
36. The Tenant has resided in the unit since April 2022. He receives ODSP and disclosed a disability, namely a brain injury. He also stated that as a result of his disability he has issues with memory, including losing his keys, and not knowing what time it is. He acknowledged how his conduct may have appeared aggressive on the once incident proven in this application. He is also prepared to implement a plan with his Agent for her assistance is maintaining a spare copy of his keys so that in the future if he is unable to access the building or his unit, his Agent can provide that assistance. He also has support in the community from a local counsellor.
37. The Act is predicated on a remedial nature and an eviction ought to be a remedy of last resort. The incident that occurred on May 13, 2026 was serious and was a result of the Tenant attempting to gain access to the unit from other tenants and/or the Landlord in the early hours which was inappropriate, incorrect and unsafe. A landlord is not obligated to give a tenant access to their unit if they lost their keys, left them in the unit or gave them to someone else. The landlord's obligation would be to replace a tenant's keys, most likely at the tenant's expense, and during regular business hours. Other tenants do not have an obligation and ought not provide access to individuals even if they are known tenants in order to ensure security for the entire complex.
38. In this case, the Tenant has provided a new plan for when he misplaces his keys as he will give a duplicate set to his Agent who will in turn assist him in the future if he is unable to access the building or his unit.
39. In these circumstances, I find that it would not be unfair to grant a conditional order ensuring that the Tenant does not impair the safety of any other persons at the residential complex for the period of at least one year. If the Tenant breaches this order, the Landlord

may file to terminate the tenancy and evict the Tenant without notice within thirty (30) days of the breach.

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 period of one year from June 22, 2026 to June 21, 2027, the Tenant shall not seriously impair the safety of any person(s) at the rental unit, including but not limited to aggressive, intimidating, and threatening behaviour when approaching other residents in the complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.