



Order under Section 69 Residential Tenancies Act, 2006

Citation: City of Brantford - Housing v McMahon, 2026 ONLTB 50618

Date: 2026-06-30

File Number: LTB-L-005984-26

In the matter of: 219, 24 COLBORNE ST W
BRANTFORD ON N3T1K3

Between: City of Brantford - Housing

Landlord

And

Lindsay McMahon

Tenant

City of Brantford - Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Lindsay McMahon (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.

This application was heard by videoconference on April 20, 2026.

The Landlord's agent Lucas Barbosa and the Tenant attended the hearing.

Nicole Murray testified at the hearing as a witness for the Landlord. Ashley Tusk testified at the hearing as a witness for the Tenant. Emily Blake attended the hearing as a support person for the Tenant.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, a conditional order is issued with respect to the tenancy between the Landlord and the Tenant.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 20, 2026, the Landlord gave the Tenant an N6 notice of termination (the 'N6 Notice'). The N6 Notice alleges that the Tenant committed the illegal act of stealing another tenant's wallet and phone from the laundry room of the residential complex.
4. Based on the evidence presented at the hearing, I am satisfied on a balance of probabilities that the Tenant committed an illegal act as alleged in the N6 Notice.

5. The Landlord's agent Lucas Barbosa testified that the Landlord's CCTV system recorded the Tenant taking a phone and wallet that were left unattended in the laundry room of the residential complex and that these items belong to another resident of the building. In the wake of this incident, police were called, and the Tenant was charged with theft under subsection 334(b) of the Criminal Code, R.S.C., 1985, c. C-46. The Landlord provided a court undertaking issued to the Tenant ordering that the Tenant attend court to speak to the charge and that the Tenant does not communicate with M.R., the resident of the building whose items are alleged to have been stolen by the Tenant.
6. For the purposes of eviction proceedings, an illegal act is regarded as serious if it has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants: *Samuel Property Management Ltd. v. Nicholson*, 2002 CanLII 45065 (ON CA), at paragraph 28. The theft of another tenant's valuables from common areas clearly passes that threshold. Reasonable enjoyment of one's residential complex includes the expectation that your personal possessions will not be stolen.
7. The Tenant denies that he stole the wallet, offering several explanations for the events. He testified that he found the wallet in the laundry room, that he brought it back up to his apartment, and that another individual in his apartment stole items out of the wallet.
8. I did not find the Tenant's explanation to be credible for the reasons explained below.
9. The Landlord presented a handwritten note from the Tenant to M.R., in which he apologizes for taking M.R.'s phone from the laundry room. In the letter, the Tenant characterizes his actions as wilfully taken "in a moment of weakness." Regarding the theft, the Tenant states in the letter "I knew I was on camera, and I still did it."
10. The Tenant confirmed that he wrote this letter but explained that he wrote it to cover for a woman who was visiting him.
11. Ashley Busk, the Tenant's girlfriend, testified that the Tenant took the wallet because he believed it to be lost but then an "untrustworthy couple" who was visiting the Tenant in his unit then took the wallet. This contradicts the Tenant's statement during the hearing that a woman visiting him took something from the wallet before he personally returned it.
12. The explanations offered by the Tenant and Ms. Busk are not consistent with one another nor with the letter presented by the Landlord and therefore afford these accounts little weight. I find that it is more likely than not that the Tenant committed the illegal act described in the N6 Notice, based on Mr. Barbosa's testimony and the documentation provided at the hearing.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction

15. 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

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.

16. The Tenant testified at the hearing that his primary source of income is government benefits and worker's compensation payments and that he faces a real risk of homelessness if he is evicted from the rental unit. The rental unit is a publicly administered subsidized unit.
17. The Tenant's conduct is serious and has had a significant impact on the character of the residential complex. Mr. Barbosa testified that M.R. was "shaken up" by the incident, although she did not attend the hearing to testify to this fact.
18. However, in my view, these events do not rise to the level of seriousness where an immediate termination of the tenancy is warranted. No individual was physically harmed or threatened as a result of the Tenant's conduct and the stolen property was ultimately recovered. No evidence was led by the Landlord to suggest that similar incidents have recurred since this application was filed. Given the likely adverse impact that the loss of housing would have on the Tenant, a conditional order requiring the Tenant to refrain from similar conduct for the balance of his tenancy.

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 his tenancy, the Tenant shall not commit theft in any part of the residential complex or otherwise remove any personal property that does not belong to him from any area of the residential 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 *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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Jeremy Henderson
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.