



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

File Number: LTB-L-004852-26

In the matter of: 103, 100 MCKAY ST
CANNINGTON ON L0E 1E0

Between: Ginger Teoh Landlord

and

Sherry Vanduzen Tenants
Ron Vanduzen

Ginger Teoh (the 'Landlord') applied for an order to terminate the tenancy and evict Sherry Vanduzen and Ron Vanduzen (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants

This application was heard by videoconference on April 29, 2026.

The Landlord and the Landlord's representative, Lindsey Whitehouse, and the Tenant, Sherry Vanduzen, and her support person, Tierney Scott, attended the hearing.

The Landlord's witnesses, Katie Sansom and Catalina Menton, also attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is granted.

N5 Notice of Termination - Substantial interference

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 23, 2025, the Landlord gave the Tenants a first, voidable N5 notice with a termination date of November 17, 2025. The notice alleges:

4. On January 16, 2026, the Landlord gave the Tenants a second N5 notice with a termination date of February 3, 2026. The Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act). The notice of termination contains the following allegations:

Details About the Reason for this Notice

Date/Time	Details of the Events
Your behaviour or someone visiting or living with you has substantially interfered with another tenant's reasonable enjoyment of the residential complex as evidenced as follows:	
December 26 2025 at approximately 6:00PM	Sherry: you were observed to use a snow blower within a very close proximity to the vehicle owned by the tenant occupying unit #201. You were observed to use the snow blower to blow snow onto said vehicle. You proceed to angle the snow blower to blow snow at the tenant of unit #201, causing the snow to cover them.
December 26 2025 at approximately 6:00PM	Ron: you were observed to yell and swear at the tenant occupying unit #201, using profanities such as "asshole" "cunt" and "goof".
January 12 2026 at approximately 11:45AM	Ron and Sherry: you were each observed in a vehicle driving into the parking lot at 100 McKay St., Allan's Place while the tenant from unit #201 was driving out of the parking lot. At this time, Sherry was observed to use profanities towards the tenant including "asshole". Ron was observed to stick his hand out of the driver's side of the vehicle and present the middle finger towards the tenant.

5. Catherine Samson, the Landlord's manager of Tenant Housing Services, testified that the Landlord received complaints regarding the incidents in the second N5 Notice from the tenant residing in Unit 201 and from the Tenants' support worker.
6. Ms. Samson testified that she investigated the December 26, 2025 incident by speaking with the complainant and witnesses. Ms. Samson stated that during her investigation Sherry Vanduzen acknowledged directing snow towards the complainant but stated that the complainant had been yelling at her.
7. The Landlord also called Catalina Menton (the tenant residing in Unit 201) as a witness. Catalina Menton testified that the Tenants had engaged in ongoing hostile behaviour toward them, including name calling, swearing, and the use of offensive and transphobic

language. Catalina Menton further testified that the Tenants *“leave their door, the glass doors open so people can see who’s coming in and who’s coming out. And he gives me the finger, turns around, drops his fucking pants. That’s that.”*

8. Catalina Menton also testified that Sherry Vanduzen deliberately aimed the snow blower toward them on December 26, 2025, covering Catalina Menton with snow. On January 12, 2026, Catalina Menton stated that Ron Vanduzen leaned across the vehicle being driven by Sherry Vanduzen and extended his middle finger toward them while calling Catalina Menton names.
9. Sherry Vanduzen denied many of the allegations contained in the notices. However, with respect to the December 26, 2025 incident, she acknowledged that she directed the snow blower towards Catalina Menton stating that the complainant *“was in my face.”* I find this admission supports the complainant’s evidence regarding the snow blower incident.
10. Having considered all the evidence, I find that the conduct described in the second N5 notice occurred. I also find that the conduct was directed at a specific Tenant residing in Unit 201 and included repeated swearing, abusive language, offensive gestures, and conduct intended to intimidate or harass that Tenant.
11. In the present case, I prefer the Landlord’s evidence. I say this because Catalina Menton’s testimony was generally consistent with the complaints made to the Landlord and also supported by Ms. Samson’s testimony regarding her investigation. In contrast, Sherry Vanduzen denied the allegations but admitted directing the snow blower towards Catalina Menton on December 26, 2025 because the Tenant in Unit 201 got in her face. I find that this admission supports the Landlord’s case and undermines the Tenant’s general denial of the allegations.
12. I am satisfied on a balance of probabilities that the Tenants substantially interfered with Catalina Menton’s reasonable enjoyment of the residential complex.. The conduct was repeated, occurred over a period of time, and went beyond ordinary disagreement between neighbours. The evidence establishes that the incidents were serious that Catalina Menton repeatedly reported them to the Landlord, and the Landlord investigated each complaint. I also accept Catherine Samson’s evidence that another witness found the December 26, 2025 incident distressful. Therefore, I find that the repeated conduct created an intimidating and hostile living environment for Catalina Menton.

Relief from Eviction

13. 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 September 30, 2026, pursuant to subsection 83(1)(b) of the Act.
14. The Landlord requested for an order to terminate the tenancy. The Landlord’s representative stated that the Tenants had engaged in a longstanding pattern of abusive and hostile behaviour towards the Tenant residing in unit 201 despite previous warning letters, the first N5 notice, and the availability of support services within the residential complex.

15. Sherry Vanduzen testified that the Tenants have resided in the rental unit since 2019. She indicated that the Tenants are diabetic and due to their age they would have difficulty securing alternative accommodation.
16. In this case, I am of the view that a delay to September 30, 2026 is appropriate in the circumstances to allow the Tenants an opportunity to secure alternative accommodation.

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 September 30, 2026.
2. If the unit is not vacated on or before September 30, 2026, then starting October 1, 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 October 1, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 11, 2026, at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Adeela Alvez
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 April 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.