



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

**Citation:** Bergen v Owen, 2026 ONLTB 51450

**Date:** 2026-06-30

**File Number:** LTB-L-006430-26

**In the matter of:** 2, 1752 SEELEY DR  
LONDON ON N5W2B1

**Between:** Gerald Bergen Landlord

**And**

William Owen Tenant

Gerald Bergen (the 'Landlord') applied for an order to terminate the tenancy and evict William Owen (the 'Tenant') because:

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

This application was heard by videoconference on May 6, 2026.

The Landlord, the Landlord's support person, Betty Peters, and the Tenant 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. However, after considering all of the disclosed circumstances, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. At the hearing, the Landlord sought to amend the application to add a further N5 notice of termination alleging damage to the rental unit. I did not permit the amendment. The further N5 was a separate notice that did not form the basis of the application when it was filed. Adding it would have materially changed the application and the issues to be determined at the hearing. This order only addresses the second N5 notice of termination served in January 2026.

4. On October 15, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of November 4, 2025. The first N5 alleged that on October 9, 2025, there was extreme yelling coming from the rental unit, sounding like an adult screaming at children, and that police were called because of concerns for the children. The first N5 was based on Reason 1, substantial interference, and gave the Tenant seven days to stop the activity or correct the behaviour.
5. I find that the first N5 notice complied with the Act. It identified the conduct complained of, the date and time of the alleged conduct, and gave the Tenant sufficient information to understand what behaviour had to stop. Therefore, the Landlord was permitted to serve a second, non-voidable N5 notice under section 68 of the Act if there was a further incident within six months and seven days after the first N5 notice.
6. On January 13, 2026, the Landlord gave the Tenant a second N5 notice of termination with a termination date of January 31, 2026. The second N5 alleged that on January 6, 2026, at approximately 4:00 p.m., police attended the rental unit in relation to loud yelling, swearing, forceful door slamming and additional safety concerns. The second N5 also referred to the October 9, 2025, incident from the first N5.
7. The October 9, 2025, allegation was the allegation contained in the first N5. I have considered it only for the purpose of determining whether the requirements for a second N5 under section 68 of the Act were met. I have not treated the October 9, 2025 allegation as a new ground for termination in the second N5 as this incident happened before the second N5 was served. The application proceeds only on the January 6, 2026 allegation.
8. I find, on a balance of probabilities, that the Tenant or occupants of the Tenant's rental unit substantially interfered with the reasonable enjoyment of another tenant and with the Landlord's lawful right, privilege or interest in managing the residential complex.
9. The evidence before me was that on January 6, 2026, there was loud yelling, swearing, fighting and forceful door slamming coming from the rental unit. Police were contacted and later attended the rental unit because of safety concerns. The Tenant did not dispute that the incident occurred. The Tenant explained that the children were fighting.
10. I accept that the Tenant is dealing with difficult family circumstances and that the January 6, 2026 incident involved children in the rental unit. However, even accepting that explanation, the conduct described in the second N5 went beyond ordinary household noise or ordinary family conflict. The conduct was serious enough that another tenant contacted police out of concern for the safety and well-being of the people in the rental unit. It also involved loud yelling, swearing and forceful door slamming that affected the residential complex.
11. I find that this conduct substantially interfered with another tenant's reasonable enjoyment of the residential complex. I also find that it substantially interfered with the Landlord's lawful right, privilege or interest in managing the residential complex and responding to safety and disturbance concerns raised by another tenant.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

*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 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.
14. The conduct proven by the Landlord was serious. It involved a repeated concern after the first N5, police involvement, loud disturbances and safety concerns. These are not minor issues, particularly in a duplex where noise and conflict can directly affect another tenant.
15. However, I also give weight to the Tenant's circumstances. The Tenant has lived in the rental unit since 2024 and wants to preserve the tenancy. The Tenant did not dispute the January 6, 2026 incident and provided an explanation for what occurred. The Tenant also advised that he has contacted the Children's Aid Society and is attempting to obtain help for the children, who he described as severely traumatized.
16. I also give significant weight to the fact that, as of the hearing date, there had been no further incidents similar to the January 6, 2026, incident. In these circumstances, I find that a conditional order is appropriate. It gives the Tenant a final opportunity to preserve the tenancy while protecting the Landlord and the other tenant if similar conduct occurs again.

**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 a period of 12 months from the date of this order, the Tenant, any occupant of the rental unit, and anyone the Tenant permits in the residential complex shall not engage in, cause, or permit loud yelling, screaming, swearing, forceful door slamming, loud banging, fighting, or other disruptive conduct that can be heard outside the rental unit and that unreasonably disturbs another tenant or the Landlord.
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 also 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**

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Colin Elsby  
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.