



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

**Citation:** Renfrew County Housing Corporation v Pye, 2024 ONLTB 60557

**Date:** 2024-08-20

**File Number:** LTB-L-100854-23

**In the matter of:** 414, 260 ELIZABETH ST  
PEMBROKE ON K8A7Y3

**Between:** Renfrew County Housing Corporation Landlord

**And**

Laurie Pye Tenant

Renfrew County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Laurie Pye (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

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 August 8, 2024.

The Landlord's agent Wendy Hebert attended the hearing.

As of **9:43 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.

**It is determined that:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I find that it would not be unfair to grant relief from eviction on the condition that the Tenant cease the conduct alleged by the Landlord.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 4, 2023, the Landlord gave the Tenant a first, voidable N5 notice of termination deemed served on December 9, 2023 alleging substantial interference (the "First N5"). The First N5 notice alleges that on December 1, 2023 at 2:15 a.m. and November 13, 2023 1:40 p.m., the Tenant indecently exposed herself in the public areas of the residential complex.

4. The Landlord's employee and agent Wendy Hebert testified that on December 1, 2023 the Tenant visited another rental unit wearing only a short bathrobe and exposed her backside while bending to adjust a bandage on her leg. On November 13, 2023 after rolling around on the 4<sup>th</sup> floor of the common hallway for approximately an hour, the Tenant pulled her pants down, appeared to adjust her underwear, removed her bra, exposed her breasts. These incidents were caught on CCTV and witnessed by another tenant in the building. Therefore, the Landlord was permitted to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
5. On December 27, 2023, the Landlord gave the Tenant a second N5 notice of termination deemed served on January 1, 2024, also alleging substantially interference. The Second N5 notice alleges that on December 24<sup>th</sup>, 2023 and December 25, 2023 the Tenant indecently exposed herself again in the public areas of the residential complex.
6. Ms. Hebert testified that on December 24, 2023 at 11:23 p.m. Ms. Pye left her unit in a small blanket or floor mat with nothing underneath to retrieve her teeth which she had dropped in the hallway. December 25, 2023 at 10:53 a.m. the Tenant again left her apartment wearing only a sheet, covering only the front of her body, leaving her entire backside exposed to the hallway and cameras. She later returned to her apartment at 11:19 a.m. in the same state of undress.
7. The Landlord's agent testified that some other tenants are very vulnerable and this kind of behavior can be triggering to them.
8. While the Landlord offered no direct evidence from any affected tenants, I am of the view that regardless of a person's vulnerabilities, the usual purpose of common hallways used by multiple tenants does not include coming upon undressed persons. A tenant should be able to expect to use the public areas of their residential complex without being subject indecent exposure from a fellow resident.
9. I find the Landlord has proved on a balance of probabilities that the Tenant's indecent exposure in the public areas has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
10. 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.
11. The Landlord's agent submitted that the Landlord is seeking an eviction conditional upon the Tenant not indecently exposing herself again.
12. According to Ms. Hebert, these incidents tend to happen when the Tenant engages in substance use. She otherwise reasonable and communication with her is possible. Ms. Hebert testified that she had a conversation with the Tenant on December 4, 2023 during which the tenant agreed she wouldn't do it again.
13. The Landlord incurred costs of \$186.00 for filing the L2 Application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below beginning August 20, 2024 for a period of 12 months:
  - a) The Tenant shall not expose herself in the public areas of the residential complex.
  - b) The Tenant shall be in a decent state of dress at all times while in the public areas of the residential complex.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2024 at 7.00% annually on the balance outstanding.

**August 20, 2024**  
**Date Issued**

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Julie Broderick  
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 March 1, 2025 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.