



**Order under Section 69 / 88.1  
Residential Tenancies Act, 2006**

**Citation:** Endless Property Holdings v Parkinson, 2023 ONLTB 74793

**Date:** 2023-11-16

**File Number:** LTB-L-062207-22

**In the matter of:** 105, 1284 GRAMERCY PARK PL  
LONDON ON N5W2E6

**Between:** Endless Property Holdings Landlord

**And**

Patricia Parkinson Tenant

Endless Property Holdings (the 'Landlord') applied for an order to terminate the tenancy and evict Patricia Parkinson (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 October 5, 2023.

The Landlord's legal representative, Brittany Stewart, the Tenant and the Tenant's support person, Theresa Kiefer, attended the hearing.

**Determinations:**

1. The Landlord served two N5 Notices of Termination ("N5 Notice") alleging that the Tenant substantially interfered with the reasonable enjoyment or another lawful right, privilege or interest of the Landlord or another tenant pursuant to s.64(1) of the *Residential Tenancies Act, 2006* (the "Act").

First N5 Notice

2. The Landlord served the Tenants with an N5 Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding ('N5 Notice') by placing a copy of the N5 under the door of the rental unit or through a mail slot in the door on September 6, 2022. The termination date in the N5 Notice was September 26, 2022. I am satisfied that the first N5 Notice was properly served and complied with s.64 of the Act.
3. The N5 Notice alleges substantial interference with another tenant's or the landlord's reasonable enjoyment of the premises and/or lawful rights, privileges, or interests by preventing the Landlord's contractors from properly treating the unit for cockroaches. The

N5 further alleges that a foul smell was noticeable from the unit on September 1, 2022. The N5 Notice gave the Tenant an opportunity to void the notice within 7 days by refraining from the conduct complained of in the notice.

4. In accordance with section 64(3) of the Act, the first N5 Notice is voided if the Tenant does not engage in any further conduct of the type described in the N5 Notice during the 7-day period after the N5 Notice was given to the Tenant. In this case, that 7 day voiding period was September 7-14, 2022.
5. The Landlord did not lead any evidence of further conduct of the type described in the first N5 Notice during the period September 7-14, 2022. As such, I find the first N5 Notice was voided and therefore the allegations noted within that notice cannot be considered for the determination as it relates to substantial interference.

### Second N5 Notice

6. The Landlord served a second, non-voidable N5 notice on the Tenant pursuant to s.68 of the Act by placing it under the door of the rental unit or in a mail slot in the door on October 6, 2022. The second N5 Notice noted a termination date of October 21, 2022. This was more than seven days and within six months after the First N5. The timing of notice and service requirements were satisfied.
7. The second N5 also alleged substantial interference with another tenant's or the landlord's reasonable enjoyment of the premises and/or lawful rights, privileges, or interests. The second N5 Notice contained allegations that the Tenant yelled at the property manager when the property manager tried to enter the premises with a pest control company. Further, the Landlord alleges that the Tenant threatened to shoot the property manager and refused entry of the property manager and pest control company. This incident happened on September 20, 2022.
8. The Landlord submitted a video of the incident on September 20, 2022, as evidence. From reviewing the video, the Tenant did not yell at any point in time but did say she would shoot the property manager. The video was 9 minutes in length, but the Landlord only submitted a few 10 second snippets from the video. The other videos were recordings of the Tenant making inappropriate remarks to the property manager and pest control company.
9. The Tenant did not dispute that she had threatened to shoot the property manager or that she made the comments referred to in the videos. She testified that she believes that she has been harassed by the Landlord and their property manager for years and that they are just trying to evict her so they can renovate and sell the unit again. The Tenant stated that this incident on September 20, 2022, was the result of built-up anger.
10. In support of this position, the Tenant brought to my attention YouTube videos that the Landlord, Jon Pilon, who is the owner of Endless Property Holdings, posted about some of the properties he owns. In one of the videos, Mr. Pilon films individuals, who he refers to as squatters and tenants, in rental buildings that he has recently acquired in which they are signing documents and accepting money to vacate the unit. He often refers to these individuals as "crackheads" and talks about how he plans to evict individuals so he can

renovate and re-sell the building. He does not blur the faces of any individual and the contents of their units are clearly displayed on these videos.

11. Although these videos are disturbing and inappropriate, at no point is the Tenant or her unit that is subject to this application filmed. I do understand the Tenant's frustration and accept that these videos would leave a reasonable person worried about the state of their tenancy and motives of their landlord.
12. The Landlord submitted a mediated order from the Board dated July 6, 2022, as a result of an application that was based off a N13 Notice which was heard on June 30, 2022. The order states that the Landlord and Tenant agree that the Tenant shall cooperate with the Landlord's efforts to effectively treat the rental unit for pests and the Tenant shall allow entry into her rental unit.
13. As stated above, the Tenant did not dispute the events that took place on September 20, 2022. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Tenant has substantially interfered with the reasonable enjoyment of the residential complex and/or the lawful rights, privileges or interests of the Landlord or another tenant. I do not believe that the Tenant was genuine in her threat that she was going to shoot the property manager but the overall conduct of the Tenant during the Landlord and their contractor's visits to the unit does rise to the level of substantial interference of the Landlord's lawful rights, privileges, or interests. The Landlord has a responsibility to maintain the residential unit and complex and the Tenant can not prevent the Landlord from doing so.

#### Relief From Eviction

14. The Landlord sought the eviction of the Tenant and requested a standard 11-day eviction order.
15. The Tenant wishes to preserve the tenancy and advised that she would refrain from any activity that would prevent the Landlord's contractors from doing pest control or to conduct repairs. She admits that her behaviour was inappropriate and that she would not continue to conduct herself in that way.
16. 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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

#### **It is ordered that:**

1. For the year following the date of this order, the Tenant must not threaten anyone within the residential complex, including her unit. The Tenant must allow entry into the unit to the Landlord and any of their contractors or property managers so long as lawful notice is given. The Tenant must also refrain from name calling, uttering threats, using profanities, or any other similar behaviour that would be unwelcomed by a reasonable person towards the Landlord and any of their contractors or property managers.

2. If the Tenant fails to comply with the conditions set out in paragraph 1 above, 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. On or before December 15, 2023, the Tenant shall pay to the Landlord the filing fee of \$186.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before December 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 16, 2023 at 7.00% annually on the balance outstanding.

**November 16, 2023**

**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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on May 28, 2024 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.