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|--|--------------------------------|
| <b>To: (Tenant's name)</b> include all tenant names  | <b>From: (Landlord's name)</b> |
| Chad W. Testes and Stacy W. Cerebri                  | Medallion Corporation          |
| <b>Address of the Rental Unit:</b>                   |                                |
| 0000-565 Sherbourne Street, Toronto, Ontario M4X 1W7 |                                |

**This is a legal notice that could lead to you being evicted from your home.**

**The following information is from your landlord**

**I am giving you this notice because I want to end your tenancy - I want you to move out of your rental unit by the following termination date:** 17 / 05 / 2021.

dd/mm/yyyy

**My Reason(s) for Ending your Tenancy**

I have shaded the box(es) next to my reason(s) for ending your tenancy. I have also indicated whether this notice is your first or second *Notice to End your Tenancy*.

- Reason 1:** Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my:
  - reasonable enjoyment of the residential complex, and/or
  - lawful rights, privileges, or interests.
- You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction.** You will not have to move out if you correct the behaviour described on page 2 within 7 days after receiving this notice. However, if you do not correct the behaviour within 7 days, I can apply to the Board for an order to evict you.
- I can apply to the Board immediately for an order to evict you.** This is your **second** *Notice to End your Tenancy* in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.
- Reason 2:** You or someone visiting or living with you has wilfully or negligently damaged the rental unit or the residential complex.
- You have 7 days to correct the problem(s) described on page 2 and avoid eviction.** You will not have to move out if you correct the problem(s) within 7 days after receiving this notice. However, if you do not correct the problem(s) within 7 days, I can apply to the Board for an order to evict you.

**You can correct the problem(s) by:**

- repairing the damaged property.
- or**
- paying me \$   .  , which is how much I estimate it will cost to repair the damaged property.
- or**
- replacing the damaged property, if it is not reasonable to repair it.





## SCHEDULE "A" TO THE FORM N5

0000-565 Sherbourne Street, Toronto, Ontario M4X 1W7 (the "Rental Unit")

1. Chad W. Testes ("Mr. Testes") and Stacy W. Cerebri (together, the "Tenants") are the residential tenants of the Rental Unit. Medallion Corporation (the "Landlord") is the Tenants' landlord relative to this tenancy.
2. The Landlord accepts that Mr. Testes is exempt from the requirement to wear a face mask, but he has been advised that he is still required to adhere to other COVID-19-related protocols that are in place in the residential complex, including physical distancing in the indoor common areas of the residential complex.
3. On February 19, 2021 at approximately 1:51 p.m., Mr. Testes was in the common area of the residential complex on the main floor, near the elevators. At the same time, the Landlord's cleaner was in elevator #5 in the residential complex with another female. When the elevator reached the main floor, the door opened and the other female exited the elevator. The cleaner remained on the elevator because she was going to the lower parking level.
4. Mr. Testes was not wearing a mask or other face covering, and attempted to enter the elevator. The cleaner told Mr. Testes that he could not enter the elevator with her because he was not wearing a mask or face covering. This caused Mr. Testes to become furious. The cleaner pressed the "door close" button, and once it closed, she heard a loud bang and screaming.
5. At the same time, the Landlord's security guard was in the security change room, located near the elevators on the main floor of the building, and heard the loud bang and a loud male voice scream "Fuck".
6. It was later determined upon review of the security camera footage that after the elevator door closed, Mr. Testes kicked the elevator door, and was the person heard screaming.
7. On February 25, 2021, the Landlord issued a warning letter to the Tenants about Mr. Testes' conduct on February 19, 2021, described above. The letter described this incident in detail and demanded that Mr. Testes immediately cease any conduct within the residential complex that substantially interferes with the Landlord's reasonable enjoyment of the residential complex for all usual purpose or with its lawful rights, privileges, and interests. It also warned that if such conduct continues, the Landlord would issue a notice of termination of the Tenants' tenancy and may proceed with an Application to the Landlord and Tenant Board to seek an order terminating the tenancy.
8. On April 21, 2021, Mr. Testes was on an elevator with another tenant of the residential complex. Mr. Testes was not wearing a mask or other face covering and began

mocking the other tenant for wearing a face mask. Mr. Testes also recited pseudoscience about masks compromising people's immune systems. The other tenant told Mr. Testes that he was making the other tenant's life more difficult during the pandemic. Mr. Testes then started yelling obscenities at the other tenant.

9. When Mr. Testes and the other tenant exited the elevator into the main floor lobby, Mr. Testes continued yelling obscenities at the other tenant. At that point, two of the Landlord's security guards were walking toward the security change room to perform their shift change. When they approached the area where the elevators are located, they heard loud yelling coming from in between the elevators, and saw and heard Mr. Testes yelling loudly at the other tenant while standing very close to the other tenant's face and pointing his finger in the other tenant's face in an animated manner.

10. One of the security guards told Mr. Testes to stop screaming and step away from the other tenant. The security guard then asked Mr. Testes what happened. Mr. Testes advised that his conduct was in response to the other tenant telling him that he needs to wear a face mask or other face covering. The security guard asked Mr. Testes where he was going. Mr. Testes said that he was leaving the building, and the security guard told him to go.

11. The security guards then asked the other tenant if he was okay. The other tenant was concerned because he already has to attend the hospital 3-4 times per week, and is now even more concerned about his health because of Mr. Testes' conduct, described above. The other tenant then walked away without saying anything further, and appeared to be in shock, frustrated, or angry. The Landlord's security guard later followed up with the other tenant, who explained that Mr. Testes has mocked him as well as other tenants for wearing face masks on previous occasions. The other tenant is immunocompromised, and is concerned that Mr. Testes will engage in similar conduct again when he sees him in the future.

12. By engaging in the conduct described above, Mr. Testes has:

- i. Substantially interfered with another tenant's reasonable enjoyment of the residential complex for all usual purposes;
- ii. Substantially interfered with the Landlord's reasonable enjoyment of the residential complex for all usual purposes; and
- iii. Substantially interfered with the Landlord's lawful rights, privileges, and interests.

13. This Form N5 is issued pursuant to section 68 of the *Residential Tenancies Act, 2006*, and the Landlord therefore seeks termination of the Tenants' tenancy.