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Welcome Housing & Support Services v. Erskine, 2026 NSSM 23

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SMALL CLAIMS COURT OF NOVA SCOTIA

Citation: *Welcome Housing & Support Services v. Erskine*, 2026 NSSM 23

Date: 20260624
Docket: 549486
Registry: Halifax

2026 NSSM 23 (CanLII)

Between:

Welcome Housing & Support Services

v.

Gary Erskine

ON APPEAL FROM THE DIRECTOR OF RESIDENTIAL TENANCIES

Adjudicator:	Dale Darling, KC
Heard:	April 9, 10, 21 and 22, 2026 in Halifax, Nova Scotia
Decision:	June 24, 2026
Counsel:	Andrew Christofi for the Appellant

By the Court:

Introduction:

[1] This matter came before the Court as an appeal by the Landlord, Welcome Housing and Support Services ("Welcome Housing") of a December 9th, 2025 decision of the Director of Residential Tenancies.

[2] By this decision, I rescind the order of the Director. Mr. Erskine's tenancy is terminated as of July 31, 2026 with vacant possession to be provided that day.

[3] Hearings before this Court from the decision of the Director are a "new" hearing, and the Adjudicator is able to hear any new evidence provided in making their decision.

[4] The Officer granted the Tenant, Mr. Gary J. Erskine's application to set aside the Notice to Quit that had been filed by the Landlord September 25, 2025. The decision is difficult to assess. The Officer heard evidence from the Landlord's witnesses but not the Tenant's "due to time constraints and that it was not necessary given the Tenant's defence".

[5] I infer from that that the Officer heard from the Tenant. The Officer found that while there was evidence of the tenant confronting other tenants and the

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landlord's staff, it was not a significant enough breach to warrant termination of the lease, based upon the landlord's duty to accommodate Mr. Erskine's disability, which I will discuss later in this decision. The Officer closed with "I shall warn the tenant that if his behaviour continues, his tenancy may be jeopardized".

[6] The Landlord appealed to this Court on December 16, 2025, on the grounds that "the decision was made without full consideration of critical evidence and relied, in part, on inaccurate and irrelevant information. I am therefore requesting that the decision be reviewed on appeal".

[7] Welcome Housing is a non-profit agency that provides affordable housing, with a corporate goal of reducing homelessness in Halifax, Nova Scotia. The Tenant, Mr. Gary Erskine, has had an apartment at one of their locations, 5510 Buddy Daye Street, since 2012 on a month-to-month lease. There are either 18 or 19 units in the complex.

[8] The Landlord seeks to terminate Mr. Erskine's lease, on the grounds that he has violated Statutory Condition 3 of section 9(1) of the *Residential Tenancies Act*, RSNS 1989, c. 401, (hereafter the "Act"), which states:

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> 3. Good Behaviour – A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.

[9] Mr. Erskine takes the position that he has done nothing wrong, and if any fault is to be found, it lies with either other tenants, or the landlord representatives who seek to evict him.

[10] The Appellant Landlord's main witness was Ms. Laura MacKay, who has been Executive Director of Welcome Housing for five years. The Landlord also filed affidavits on behalf of Micheala Beazley, Team Lead Operations and Tenant Support, Jenna Hamilton, Intensive Care Manager, Bailee Lawton, Shelter Diversion Manager, Kurt Steeves, Administration Resource Navigator, and SP, another resident of Welcome Housing. Due to the nature of the conflict between Mr. Erskine and SP, I am anonymising their name.

[11] Along with Ms. MacKay, all of these witnesses were made available for cross examination, and Mr. Erskine cross examined them all.

[12] Mr. Erskine called as witnesses Diane Erskine (his sister), and residents Murdena MacDonald and Glen Ward, and had written statements from others.

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[13] Mr. Christofi took the position that Mr. Erskine's witnesses were coached. Certainly, Mr. Erskine wrote out statements for them, and his examination functioned with many leading questions, but he is self represented. The presentation did not prevent me from assessing his witness's evidence. Other than Mr. Erskine himself, their evidence did not move the needle of what had occurred.

[14] I note that Ms. MacDonald finished direct, and when cross began became so upset that Mr. Erskine said she had gone into a "catatonic state". We agreed she would be excused. Her notes were entered into evidence.

[15] Mr. Erskine sought the following day to recall her, and I explored with him how she would now be able to withstand cross. He agreed that she would not be able to, and we proceeded.

[16] Although the process was adjourned more than once to see if Mr. Erskine could contact Mr. Tom Daly, the superintendent whom Mr. Erskine said was taking care of his (Mr. Daly's) grandchildren, Mr. Erskine was unable to secure Mr. Daly's attendance over two hearing days of trying to do so. Mr. Daly was not answering his calls.

Procedural issues:

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[17] The first telephone prehearing in this matter was held January 13, 2026 before another adjudicator and dealt primarily with disclosure. The adjudicator suggested that the hearing not take place until March of 2026.

[18] There was an attempt to schedule the matter for February 20, 2026. On February 3rd, 2026 Mr. Erskine advised the Court that he has a call scheduled for February 5th, 2026 with Nova Scotia Legal Aid seeking legal representation.

[19] The February 20, 2026 scheduling prehearing took place. I was now the adjudicator assigned to the matter, and Ms. Tanya Jones appeared for Mr. Erskine, and Mr. Andrew Christofi for Welcome Housing.

[20] The parties agreed to the hearing being scheduled for March 27 and 28, 2026 via Teams video platform, with the Appellant Landlord's evidence to be filed by March 6th, 2026 and the Respondent Tenant's by March 20th, 2026. They also agreed that the evidence should be limited to events occurring after a previous decision of this Court in 2022, which dismissed a previous attempt to evict Mr. Erskine.

[21] Ms. Jones withdrew as counsel for Mr. Erskine on March 12, 2026. At the hearing it transpired (from Mr. Erskine) that the cause related to Mr. Erskine's desire to canvass events prior to the 2022 decision.

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[22] On March 18, 2026 I heard an adjournment request from Mr. Erskine. Mr. Christofi's documents were filed with the Court at that point, and the Landlord opposed any further adjournment.

[23] As a result of that hearing, I ruled that Mr. Erskine was to file his hard copy documents by March 20, 2026. He was given until April 2, 2026 to file video and audio tapes with the Court, and he said he would provide time stamps for relevant portions.

[24] The Landlord still wished to have the hearing held by Teams video platform. Mr. Erskine objected to a hearing by Teams because he said he did not have adequate technology to use the platform now that he was representing himself.

[25] He objected to an in-person hearing, saying his witnesses could not attend in person due to disability or personal circumstances.

[26] Based upon Mr. Erskine's representations, and over the Landlord's objections, I ordered that the hearing would be by telephone. Mr. Erskine said it would be difficult for him to sit for an entire day. The first two days of hearing were rescheduled for the afternoons of April 9th, and April 10th, 2026.

[27] Mr. Erskine filed over 800 pages of documentation, and dozens of video and audio files, none of which were time stamped, and a great deal of which related to

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matters occurring prior to the decision of Adjudicator O'Hara in 2022. I have reviewed what I can of them, as some are security camera files that neither the Landlord's counsel nor I could open. Mr. Erskine insisted that the Residential Tenancy Officer had no trouble opening them, but I do not know what they reviewed.

[28] Documents led, almost as soon as the hearing commenced, to a dispute between the parties as to what documentation and evidence was relevant to this proceeding, in particular, the relevance of information and documents which predated the last decision made by this Court in 2022, in which Adjudicator O'Hara reversed the then decision of the Director to terminate Mr. Erskine's tenancy.

[29] In my ruling, I found that I did not consider information prior to that decision relevant, as anything of relevance prior to that date, I would have to conclude would have been presented to Adjudicator O'Hara.

[30] I also advised him that I understood and took notice of his position that Ms. Laura MacKay and Ms. Micheala Beazley had a long-standing dislike of him which he considered was the reason for this attempt to evict him.

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[31] I will add from an adjudicative basis, I find that any behaviour that occurred more than four years ago could not and should not be used to terminate or maintain a tenancy in 2026. What matters are recent events.

[32] Even though evidence after the decision in 2022 was considered admissible, almost all of the evidence presented to me related to events in 2025.

[33] The hearing was a lengthy and relatively complex one, made more challenging by the telephone platform. There was a witness exclusion, which led to Mr. Erskine having to leave his apartment to locate witnesses from another apartment when required.

[34] His witnesses were not experienced in such a proceeding, and so I suggested they review the written statements they had given Mr. Erskine (Mr. Erskine wrote them out for their signature) prior to testifying.

[35] I will add that Mr. Erskine, while frustrated with the process, did his best to remain polite towards me.

[36] His relationship with Mr. Christofi was decidedly more combative. He found it difficult to maintain his composure during a lengthy cross examination (his direct evidence took some five hours).

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[37] Mr. Erskine could not always control his frustration with the process, and at times there were delays as I explained the legal procedures as it related to, for example, an objection being made by Mr. Christofi.

[38] I add that all of the allowances and efforts that were made to accommodate Mr. Erskine, a self represented litigant, call squarely within the requirements of an adjudicator under the *Small Claims Court Act*, RSNS 1989, c. 430, s. 2, which states that claims will be adjudicated "informally and inexpensively but in accordance with established principles of natural justice".

[39] Justice Van den Eynden in *Parslow v. Galeb Construction* 1998 Ltd. 2014 NSSC 390 (CanLii), described natural justice in the Small Claims context as follows:

> [33] "Natural justice" is not a defined term in the ***Small Claims Court Act***. Natural justice was discussed in ***Spencer v. Bennett***, 2009 NSSC 368 at para. 15 and 16 therein provide as follows:
>
> > 15 Natural Justice is not defined in the Small Claims Court Act. Nevertheless, it is a familiar concept to the common law, although elusive of definition. In Lloyd v. McMahone, [1987] A.C. 625 at 702, Lord Bridge puts it this way:
> >
> > …the so called rules of natural justice are not engraved on tablets of stone…what the requirements of fairness demand when any body, domestic, administrative or judicial, has to make a decision which will affect the rights of individuals depends on the character of the decision-

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> making body, the kind of decision it has to make and the statutory or other framework in which it operates.
>
> These criteria have been echoed and amplified in Baker v. Canada, 1999 CanLII 699 (SCC), [1999] S.C.J. No. 39; [1999] 2 S.C.R. 817; (1999), 174 D.L.R. (4th) 193 (S.C.C.), (per L'Heureux-Dube).
>
> 16 Natural Justice really means that the parties are entitled to a fair process…… no one should be a judge in his own cause (the adjudicator must be independent) and that one should always hear "the other side."

[40] Along with the half day hearings on April 9th and 10th, 2026, a further two full days of hearings took place on April 21 and 22, 2026. At end of day on April 22, 2026, I ruled that written submissions would be used as appropriate to allow Mr. Erskine time to prepare his submissions and answer to Mr. Christofi, and I requested a thirty-page limit on submissions.

[41] Welcome Housing's 18-page submissions were filed May 4th, 2026. Mr. Erskine's 73-page handwritten reply was filed May 14, 2026. Welcome Housing filed a short rebuttal May 19, 2026, at which point Mr. Erskine argued that he had not had an opportunity to reply to their rebuttal. While not the usual practice, I allowed Mr. Erskine to make further submissions, which he made on May 25, 2026, with a further 27-page submission. I have reviewed all of these materials.

The Law Relating to the Requirement for "Good Behaviour" in a tenancy, and what behaviour is required.

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[42] As referred above, Condition 3 of Section 9 of the Act requires good behaviour by both the Tenant and the Landlord as a condition of any lease.

[43] The Landlord has referenced the recent decision of *McIntyre c. 24 Melrose Holdings Inc*, 2025 NSSM 27 (CanLii), which considered *Colley v. Metro Regional Housing Authority*, regarding what constitutes good behaviour. In *McIntyre*, Adjudicator Pink said:

> 'Good Behaviour' Standard
>
> [52] In considering good behaviour, this Court has analyzed the language in the Statutory Condition on many occasions. Based on the jurisprudence, when reviewing whether a breach of Statutory Condition 3 has occurred, the standard to be applied is that of the reasonable person (tenant or landlord) in the circumstances. The fact that the alleged offender believes they are acting properly is not the test. Rather, it is whether an objective bystander (a reasonable person) examining the conduct concludes that the behaviour is reasonable in light of the circumstances of the tenancy and the person whose conduct is being evaluated.
>
> [53] In Colley v. Metro Regional Housing Authority, 2019 NSSM 24, Adjudicator Richardson reflected on the reasonable behaviour requirement:
>
> > [24] The introductory words to the condition—" good behaviour"—inform the interpretation of what types of conduct would "interfere" with the possession or occupancy of residential rental units. In ordinary course "good behaviour" extends beyond merely refraining from threatening to commit physical or property damage. It extends to the niceties of social discourse and conduct. And in my view, it extends to obscene or racial epithets, or overbearingly discourteous conduct, at least when conducted on a repeated basis. Surely, on the facts of this case, a tenant who knocks on the doors of aged tenants demanding money or cigarettes and becomes verbally abusive when denied is interfering with the latter's "possession or occupancy." Surely the same can be said of a tenant (or a landlord) who repeatedly swears at staff or accuses them of being racists.

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> [54] In *Landlord DL v. Tenant RM*, 2020 NSSM 25, Adjudicator Richardson found that when mental health was what impacted behaviour, the evidence did not support a finding against the tenant 'at this …time'. However, in most cases, it is clear that using a reasonableness or objective standard, when assessing poor behaviour such as 'harassment'[25] or 'loud noise,'[26] that evaluation will determine if the conduct falls below the requirements of the Act.
>
> [55] The task of this Court, based on all the evidence, is to determine whether the behaviour of one or both parties fell below the applicable standard. Regarding the Appellant, it is to determine if her behaviour in actions and words, when viewed objectively, fell below what would be expected of a reasonable tenant in the circumstances. The test for the Respondent is similar. Did the behaviour of the landlord fall below that which would be expected on a reasonable landlord in the circumstances of the tenancy?

[44] McIntyre was appealed to the Supreme Court of Nova Scotia. In *McIntyre v 24 Melrose Holdings*, 2025 NSSM 27 (CanLii), Justice Norton cited the above section from Adjudicator Pink's decision and confirmed that Adjudicator Pink had both identified and applied the legal framework required to assess good behaviour claims related to residential tenancies.

[45] Adjudicating alleged violations of the good behaviour provisions of the Act is a complex process. Unlike rental arrears, which are usually a mathematical calculation followed by canvass of the reasons for the default, *McIntyre* and other authorities confirm that the task of the decision maker in adjudicating a good behaviour complaint, is to determine whether the facts and law support an order for termination of the tenancy, or the dismissal of the appeal on an analysis that is not mathematical, but assesses behaviour based upon what it is objectively reasonable to expect, on which the parties are unlikely to agree.

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[46] Mr. Christofi in his closing submits that the facts that Mr. Erskine actually agrees to are sufficient to prove many of the Landlord's claims. There is some truth in that assertion, as Mr. Erskine made many admissions in his evidence and submissions. Often, there is no dispute on what occurred, only on what it means in terms of good behaviour

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Application of the law to the facts of this case:

[47] I can commence this section of my decision by stating that based upon Mr. Erskine's testimony before me, his arguments and evidence submitted, the further evidence that he submitted in his lengthy closing arguments, I am convinced that Mr. Erskine does not think that his behaviour throughout the events that will be reviewed below, was in any way inappropriate. I therefore find that there can be no expectation that his behaviour will change in future.

[48] The question then becomes, would his behaviour have to change in order to meet the requirements of good behaviour and maintain his tenancy?

[49] When the Landlord filed their appeal to the Director on October 20, 2025, their listed grounds were "harassment, threats, intimidation and physical violence of other tenants residing on the property – willful damage and unsafe conduct –

substantial interference with the Landlord's duties – refusal to move video cameras aimed at others property – repeatedly ignoring warning letters and notices".

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[50] In order to streamline the analysis of this essential question, I canvass the following points of conflict that arose in the evidence before me:

a) Conflict (physical and social) with other Tenants

b) Security cameras pointing out of his apartment

c) Relationship with Welcome Housing staff, in particular Ms. MacKay and Ms. Beazley

a) Conflict (physical and social) with other Tenants

[51] There is evidence before me of specific conflicts between other tenants and Mr. Erskine, and of more general conflict.

[52] On June 11, 2025 Mr. Erskine received a warning letter from Ms. MacKay. The letter alleges that Mr. Erskine has been engaging with other tenants who do not want such engagement and taking pictures of other tenants' personal property.

[53] The letter concludes with "this is a formal warning and by continuing this intimidation you are placing your tenancy with us at risk".

[54] By way of context, there is a small grassy yard area that seems to run the length of the units at Buddy Daye, and there is a concrete walkway along the edge of that space in front of the units, which have first floor and upper floor balconies. The far side of that space is slightly sloped, and there are a fence and gate which I will discuss later.

[55] Mr. Erskine owns a motorcycle, and parks it (over the objections of the Landlord) by the fence within the tenant area.

[56] Ms. MacKay says that a gardening program was commenced in the summer of 2025, and that tenants were encouraged to garden in this space. SP appears to have welcomed this opportunity, but by using the space, he fell into conflict with Mr. Erskine, who in cross examination agreed that he thought SP had "full control of the yard", while Mr. Erskine "wanted it for everyone".

[57] On May 11, 2025, SP was using a 10-inch charcoal BBQ in the yard. Mr. Erskine says he "waited until SP was gone" and then kicked the BBQ over, scattering the coals over the ground and spraying them with a hose. He says it took him "a half hour to extinguish the fire".

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[58] Mr. Erskine agrees that he did this, saying that there was a fire ban at the time and that he did it to protect other tenants' safety, and that he had "pictures of the burn scars left in the yard".

[59] The next major event in the narrative between SP and Mr. Erskine occurred on June 26, 2025. This incident formed part of SP's testimony, and Welcome Housing also provided an audio clip capturing an exchange between Ms. Beazley and Mr. Erskine on that day.

[60] In his evidence Mr. Erskine insists that the green space is "common land", and "partially what I pay for". Ms. Beazley, whom Mr. Erskine described in his opening statement as a "malignant narcissist", saying "I hope psychotherapy could offer her some peace of mind", testified that in the summer of 2025, Welcome Housing had a funded gardening program for residents.

[61] SP planted a garden. He added decorative items, including a Chinese lantern, a Canada flag, and some solar lights.

[62] On June 26, 2025 SP and other residents were working on a drainage channel or shallow trench in the yard, with the approval of the Landlord.

[63] In response to this there is an audio clip in which one can hear Ms. Beazley, Mr. Erskine and Mr. Steeves, the male employee who the Landlord says was

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required to be present for interactions with Mr. Erskine. The issue seems to have focused on the trench, with Mr. Erskine saying he was going to fill it in. Some of the comments:

GE: This is a communal yard. I will do this.

GE: I need to keep an eye on this place.

MB: Put that rock down. I'm calling the police. Stop touching his (SP's) stuff

GE: I need to bring my bike down to service it.

GE: We'll have no problem when I fill this in.

GE: I'm not damaging nothing I'm just moving stuff around.

Finally:

GE: I'm gonna fill it in.

MB: No, you're not.

GE: Yes, I am watch me.

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[64] It then appears that Mr. Erskine filled in the trench (by his estimation an eight-foot portion).

[65] His exchange with Ms. Beazley is wildly inappropriate – he is escalated, she is not, and he attracts the ire of a resident on an upper balcony, who tells him not to speak to Ms. Beazley in that way or he will come down and do something about it, leading to Mr. Erskine complaining about that neighbour as the exchange ends.

[66] Welcome Housing later paid a contractor $600.00 to finish the trench.

[67] There is no question that Mr. Erskine described the trench as being dug by "two unauthorized drainage experts" and said there were safety concerns which were not clarified.

[68] Still within that yard or green space outside the units, with respect to SP's property, he says SP "hung a big Chinese lantern" in a tree to the left of my window and "set off the security system motion files". He says he climbed the tree and hung it higher. This was important because he needed his security cameras to "pick up the bushes to the left and my motorcycle".

[69] Mr. Erskine testified that this led to an argument with SP, who was angry Mr. Erskine had moved his property, and he says he told SP, "this is communal property its to be shared".

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[70] Mr. Erskine moved SP's solar light, he moved an extension cord, he removed a Canadian flag from "in front of my property" to the other side of property. He turned off the hose SP was using, unhooked it and called the fire marshal. Mr. Erskine agrees that he did all these things.

[71] When washing his motorcycle, he walked over to SP's garden and squeezed dirty water onto it (Mr. Erskine protests that he does not use solvents when washing his motorcycle).

[72] Things escalated. On July 15, 2025 Mr. Eskine says he "lightly" "nudged" SP as he was passing on the walkway. In his closing rebuttal on May 25, 2025 (page 11) he says:

> The slight shoulder bump when SP walked directly by me was for self defence purposes only on my behalf. My contact was very slight and my purpose was to crowd him so he couldn't recoil and strike me with this mitre saw. I did notice the saw he was carrying and exercised extreme caution not to knock him to the ground, concerned he could have been cut up extremely extensively and injured by the miter saw as well. SP did turn and with a back swing towards my head when he passed also safely away from me and not pursued by me.

[73] Mr. Erskine says he has some martial arts training but had to give it up over "anger issues" and that he would "Never harm anyone unless he had no option".

[74] On August 25, 2025 SP ended up in the bushes. Mr. Erskine says that "he put his hands on me" and "I know when I overpowered him, he looks like the

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victim". He denied pushing SP into the bushes, saying he "directed" him into the bushes.

[75] Finally, there is video of an incident on November 12, 2025, which Mr. Erskine says he did not have "any involvement" in. Mr. Erskine's narrative is that SP made a rude comment to Ms. MacDonald when walking by a deck where Mr. Erskine, BC, and Ms. MacDonald were present.

[76] Mr. Erskine says he "stood up to let him know I'm here".

[77] He says SP called BC a rude name. In the video, BC accosts SP at speed, yelling "come here", and SP swings the milk crate at him which BC grabs and then throws SP into the hedge.

[78] Mr. Erskine says, "he did see me he thought we were both going to jump him". The video shows Mr. Erskine walking up to the hedge with his phone out, recording, and by his evidence complaining to SP, who is still in the hedge, that BC has a heart condition. He says the whole incident was "justified" and suggests that the Landlord's video was "doctored".

[79] SP has now been moved to another Welcome Housing property.

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[80] Using his security cameras, Mr. Erskine's evidence is that he accused another resident NY of causing cigarette burns to his bike tarp and chair and told him he would have to pay for a new tarp.

[81] He asked NY if he was "one of the people who went to the office", as he was "trying to find out who those people are". Somewhat ominously, he stated "I want a new tarp and we can move on".

[82] On cross examination, he said he did not have issues with more than "five to ten" of the residents of the 19-unit building. In his May 25 rebuttal, he states "I have only personally accosted four tenants and suspected maybe five tenants of conspiring to get me evicted".

[83] According to Ms. MacKay, security was hired for short periods on two occasions due to Mr. Erskine's behaviour, and their site reports were provided in evidence. No one testified to them, but they are business records, and Mr. Erskine was given an opportunity to address them in cross examination. He largely denies saying SP had weapons.

[84] On November 17, 2025 a security officer recorded at 16:18 that Mr. Erskine had told her that "S [SP] frequently carries weapons and that when intoxicated S

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creates disturbances for other tenants. He advised that I remain cautious due to being a female guard".

[85] At 1800 that same day Mr. Erskine was back to say "S was the individual he had previously been referring to. He mentioned additional past incidents that, according to him, involved tenant B and other residents. Gary Erskine also stated that he previously had a physical altercation with S and claimed he had proof of past events that he could show if required. He further stated that in his opinion, S becomes unpredictable when intoxicated and advised to be cautious."

[86] On November 18, 2025 Mr. Erskine approached another guard at 12:19, saying:

> Gary initiated a conversation regarding SP. He stated that he considers SP to be "dangerous" and "psychotic" and reported that Sean allegedly made death threats toward tenants, specifically MM and BC approximately one week ago.
>
> Gary further claimed that SP frequently consumes alcohol and subsequently disturbs other tenants. Gary also reported a past incident in which SP allegedly smashed Garry's door with a rod while intoxicated, resulting in an argument between them. In addition, Gary advised that he intends to bring these concerns to the attention of the security supervisor. He also remarked that female guards should remain cautious around SP, referring to him as "mental".

Security cameras pointing out of his apartment

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[87] Mr. Erskine says that his "personal cameras do not pick up neighbour's property". He further says the cameras are "his legal right and that of Murdena McDonald".

[88] Ms. MacKay also confirmed that she had told Mr. Erskine to remove the cameras pointing out of his apartment. He has installed cameras in Ms. MacDonald's apartment as well, which it appears he monitors.

Relationship with Welcome Housing staff, in particular Ms. MacKay and Ms. Beazley

[89] I will provide a brief sample of the communication between Ms. MacLeod and Mr. Erskine. There was an issue with staff parking, which I will discuss next, and on January 5th, 2026 in response to this incident, Mr. Erskine wrote within a larger email:

> You two are the most incompetent, cowardly, abusive, revengeful females who prey on the disabled and are about as inhuman and worthless as a human can get. You two are in desperate need of mental health intervention and are criminal in the practices you employ to care for the vulnerable people who are in desperate situations…There is nothing lower than your informants here in this building who collaborate with you two by openly lie [sic], with their testimony against innocent tenants to help evict them into the streets on your behalf into a homeless situation (lowlifes). Are you aware of how many people die every year from homelessness in this country annually? So you are complicit with suffering and death, actually criminal negligence causing death which is a lower degree of murder, all because of a person's legal right to stand up against harassment, abuse, also discrimination, and inhumane treatment inflicted on them by you and Ms. Beazley for all those who oppose your cowardly treatment initiated by your feeble emotional mental states that require

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> intense therapy. We are all living in a high risk of safety and danger as tenants under the reign of your management. Please seek help for us to maintain our safety as tenants.

[90] This email was in response to an ongoing dispute related to Mr. Erskine's motorcycle, which he parked on the property in the common area over the Landlord's protests.

[91] According to the evidence of most of the staff called, there has been a Protection of Property order prohibiting Mr. Erskine from attending the Welcome Housing Office at 2209 Gottingen Street since at least 2022. His point of contact for concerns and payment of rent, is directly to Ms. MacKay.

[92] Despite this, Ms. Bailee Lawton testified that Mr. Erskine appeared at the office on October 20, 2025, demanding that staff move their vehicles, yelling, and videoing staff license plates. Ms. Lawton testified that she was fearful of Mr. Erskine.

[93] Ms. Hamilton testified to his showing up at the office door on November 18, 2025 yelling "bitches" and "sluts". (Mr. Erskine's version is that he said "I'm tired of these bitch ass games – and I did raise my finger").

[94] On November 20th, 2025 Mr. Erskine called HRM Building Standards to say that Welcome Housing staff were parking too close to the fire exit and Enforcement, and enforcement officer Derek Mugridge responded that there was

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no car in front of either exit on the day he responded, but as long as one of the two backyard exits was available, there was in any event no issue. Parking compliance attended and had no issue with the staff parking.

[95] The exit that Mr. Erskine wanted to use, is not being used by anyone. Mr. Erskine testified that he is "still in possession" of the No Parking sign from the gate, saying "They expect me to look at a gate that is no longer accessible – the sign was traumatizing and I took it to calm myself down".

[96] When asked in cross examination if he had a right to park on the property, he replied that it was "debatable" and "a courtesy thing".

Decision:

[97] As noted by Adjudicator Pink in McIntyre at para 52:

> "The fact that the alleged offender believes they are acting properly is not the test. Rather, it is whether an objective bystander (a reasonable person) examining the conduct concludes that the behaviour is reasonable in light of the circumstances of the tenancy and the person whose conduct is being evaluated."

[98] In assessing the reasonableness of the behaviour, I will commence by saying that one of the reasons given by the Officer in their decision to set aside the notice to quit, was to say "The Landlord must understand that they have a legal duty to accommodate people with disabilities under Human Rights and this was agreed by

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Adjudicator Slone in the case of Nova Scotia (Provincial Housing Agency) v. Monaghan, 2025 NSSM 15, para. 12.

[99] It is true that adjudicator Slone said in *Monaghan,* "Landlords are under a legal duty to accommodate people with disabilities, and this would apply even more so to public or quasi-public agencies such as the Nova Scotia Provincial Housing Agency".

[100] The facts in *Monaghan* are significantly different from those in the present case, involving a single incident in which a mentally ill tenant threatened a landlord's repair person with bear spray.

[101] Even though it was a single incident with no prior issues, the Landlord evoked their "zero tolerance" policy on violence, and adjudicator Slone, quite rightly in my submission, rejected that analysis and ruled against the Landlord that that one incident from a mentally ill tenant was not sufficient to ground a termination.

[102] In the present case, Mr. Erskine said in the course of the hearing many times that he suffers from PTSD, and some of the arrangements made for holding the hearing were intended to address his reported resulting memory or stamina issues.

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[103] I cannot see, however, how the Landlord failed to accommodate Mr. Erskine, when there is no evidence from a treating medical professional, as to what such an accommodation would involve in the tenancy context and in light of what the issues are in this case.

[104] If disability is an issue, I find that the Landlord has made significant efforts to deal with their conflictual relationship with Mr. Erskine, including:

- Having him deal only with Ms. MacKay;
- Having him not interact with other female staff;
- Having female staff travel in pairs;
- Having Mr. Steeves, who is the only male employee available to interact with Mr. Erskine:
- Issuing a Protection of Property notice to keep him away from the Office staff.
- Offering him two alternative accommodations. Mr. Erskine says one would be too expensive and there would be no where to smoke (the Landlord says it would be the same price), and with the other,

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> he asked the Landlord to confirm that Murdena MacDonald would be able to move there as well, and they could not guarantee that.

[105] I will add that Mr. Erskine scoffs at the most of these measures, saying they are an overreaction on the part of the Landlord. I have listened to the audiotape of the interaction between Mr. Erskine and Ms. Beazley with Mr. Steeves present, and I disagree. Ms. Beazley is not escalated but Mr. Erskine is, and no one should have to tell a tenant to "put down that rock".

A) Was Mr. Erskine's behaviour reasonable?

[106] In terms of other tenants, the evidence confirms that Mr. Erskine gets along by his own estimation with perhaps a quarter, a half or three quarters of the residents at Buddy Daye. He believes he has a right to know what tenants are complaining about him.

[107] The evidence suggests that he is capable of developing great friendships, as with Ms. MacDonald, and to make enemies, as evidenced by his relationship with SP.

[108] The short list of what he did to SP are that he kicked over SP's BBQ (by which he could have started a fire, not stopped one), moved SP's belongings and

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made it his business to thwart his use of the yard area. Mr. Erskine says that his motivation was that the yard was for everyone. I do not accept this conclusion.

[109] The evidence supports instead that Mr. Erskine wanted the yard kept as it was so that he could monitor the camera on his motorcycle from his apartment and use the yard for servicing and parking his motorcycle.

[110] He was willing to go toe to toe with Ms. Beazley and actually fill in a trench being worked on, to ensure that no trench was dug that would prevent him from taking his bike down the hill to work on it.

[111] A flashpoint for his conflict with the landlord is his motorcycle, which was what led to conflict regarding the trench which he thought would keep him from wheeling his motorcycle down to his property, and the dispute over his ability to park the motorcycle on site.

[112] He also, and more seriously, was involved in multiple physical altercations with SP, which from the most conservative analysis, involve “nudging” him on the footpath, when simply saying “pardon me” and walking around would have sufficed, and later “guided” but I find more probably threw SP into the bushes.

[113] Finally, there is the video of the incident with BC, which Mr. Erskine says he was not involved in, and which I find he was. BC attacked SP, and while SP

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did swing a milk crate at him in self defence, he was immediately disarmed by the larger BC and thrown into the hedge.

[114] Mr. Erskine came down the path after BC when this happened and filmed that attack on his phone. He then filmed and berated SP who was lying in the hedge, saying the BC had a heart condition, even though in his evidence he admitted that SP probably thought that they were both going to "jump" him, and had good reason to be fearful.

[115] In terms of his use of cameras, Mr. Erskine believes that he has an absolute right to have them. For cameras facing into his apartment, that is largely correct.

[116] However, the evidence provided leads to the conclusion that these cameras were largely for the purpose of watching the outside space and yard, which was a crucial use for Mr. Erskine, as evidenced by his moving SP's belongings to clear sight lines.

[117] There is no absolute right by tenants to use cameras to video people in the common spaces of a rental complex without their consent, or without the consent of the Landlord. The landlord is entitled to refuse consent based on privacy concerns, as other tenants have a reasonable expectation of privacy in those spaces.

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[118] These cameras are therefore not permitted, as the tenant is always subject to reasonable Landlord rules.

[119] The problem with the cameras is two-fold: first, they were not legal as Mr. Erskine asserted, and second, he was completely unwilling to follow the Landlord's direction regarding their use.

[120] With respect to the staff, Mr. Erskine does not seem to get along with any of the staff and loathes Ms. MacKay and Ms. Beazley. He has sent them both terrible, personally insulting emails. Mr. Erskine says he does not send such emails all the time, but that hardly matters given the ones he does send, and the way in which he continues to speak of them.

[121] In his rebuttal argument on at page 26 "I hope Ms. Beazley seeks help for her narcissism. And wish her happiness. Laura MacKay, I feel there is absolutely no hope for."

[122] I find that the evidence supports the conclusion that there have been multiple breaches of the requirement for good behaviour by Mr. Erskine.

[123] Taken as a whole, the evidence supports that Mr. Erskine does not see himself as required to follow any direction from the Landlord that he disagrees with.

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[124] The result has been at times chaos, upheaval among residents and staff, harassment of SP, and most importantly for my analysis, physical violence in which I do not accept that Mr. Erskine was not involved and in which he was the aggressor.

[125] I absolutely know that Mr. Erskine thinks that Ms. MacKay and Ms. Beazley are the problem, but I do not agree. They present as concerned and possibly exhausted by this process, but that is hardly surprising given that Mr. Erskine will not follow any direction from them.

[126] Having found that the requirements of good behaviour have been violated, I move now to consideration of whether termination of the tenancy is warranted. I find that it is. Mr. Erskine (again at page 20 of his rebuttal) says that there is "definitely no possibility any remote chance the three parties mentioned for rehabilitation of relationships. SP should have faced eviction. Mrs. Mackay and Ms. Beazley should be both fired with a proper criminal investigation".

[127] This is a landlord tenant relationship that cannot be mended. I therefore rescind the Order of the Director.

[128] I thank both parties for their submission in this matter. The landlord seeks a short term for termination of the tenancy but balancing the conflictual nature of the

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relationship with Mr. Erskine's circumstances, I find that a reasonable date for termination will be July 31, 2026.

[129] An order for termination of the tenancy and vacant possession will issue.

Dale Darling, KC, Chief Adjudicator, Small Claims Court

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