



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

Citation: London & Middlesex Community Housing Inc. v Caribou, 2024 ONLTB 23148

Date: 2024-04-03

File Number: LTB-L-024042-23

In the matter of: 323, 202 MCNAY ST LONDON
ON N5Y4X1

Between: London & Middlesex Community Housing Inc. Landlord

And

Doris Caribou Tenant

London & Middlesex Community Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Doris Caribou (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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 February 5, 2024.

The following people attended the hearing:

The Landlord's legal representative, Jennifer Smith.

A witness for the Landlord, Deven Richardson (DR).

The Tenant, Doris Caribou.

A support person for the Tenant, Dana Steele (DS).

Determinations:

1. Based on the evidence before me, I am satisfied on a balance of probabilities that the Tenant has seriously impaired the safety of any person and the act or omission occurred in the residential complex. In light of all the circumstances disclosed, a conditional order will issue.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

N7 notice

4. On March 21, 2023, the Landlord gave the Tenant an N7 notice of termination with a termination date of April 3, 2023. The notice of termination contains the following allegations:
 - On March 9, 2023 the Tenant stabbed a male acquaintance in her rental unit and the Tenant was charged with aggravated assault.

Landlord evidence

1. The Landlord submitted documents and video into evidence to support their claim and produced a witness to testify.
2. The Landlord submitted surveillance video from an elevator showing three police officers entering the elevator. A few minutes later the officers enter the elevator with the Tenant, who is in handcuffs.
3. The video also shows a team of paramedics entering the elevator to attend to the victim.
4. The Landlord also submitted a police media report acknowledging a woman was arrested in the residential complex and charged with aggravated assault.
5. The Landlord produced a witness to testify in support of the Landlord's claim. DR is the Landlord's Tenant Services Manager responsible for day-to-day activities and address any issues in the residential complex. DR has been employed in this role for 6 years.
6. DR testified that he was first made aware of the incident through tenants calling in to report heavy police presence.
7. DR followed up with the Tenant after the incident and stated the Landlord has offered support services to assist the Tenant but the Tenant has declined those offers.

8. DR also testified that the Landlord has offered supports to the Tenant should the acquaintance of the Tenant return, the Landlord would assist through legal means to have the unwelcome person removed.
9. The position of the Landlord is although this is an isolated incident the Landlord feels this is egregious enough to warrant an eviction. The residential complex is comprised of vulnerable seniors and feels the Tenant's actions hinders the Landlord's ability to keep a safe environment for the other tenants.
10. The Landlord is seeking an order for eviction.

Tenant Evidence

11. The Tenant was supported by DS who is a housing stability worker assigned to the Tenant. DS testified that she was assigned to the Tenant only a few weeks before the hearing and did not have full knowledge of the Tenant's file as of the day of the hearing.
12. DS testified she was made aware of the Tenant's medical history and submitted the Tenant suffered from an early stage on set of Alzheimer's and dementia which leads to a loss of short-term memory.
13. The Tenant testified that she met the acquaintance at the local Salvation Army and invited him back to her rental unit.
14. The Tenant testified the acquaintance became aggressive and she stabbed him self defence.
15. The Tenant testified she no longer communicates or interacts with the acquaintance.
16. Although DS submitted the Tenant suffers from memory loss the Tenant was able to provide clear details on the incident, and testified she understood the Landlord was requesting an eviction.

Relief from eviction

17. The Landlord is requesting termination of the tenancy due to the serious nature of the incident.
18. DS submitted that if the Tenant were to be evicted, she would be at serious risk of being homeless.
19. The Tenant testified that she had one son who lives in London but she is unable to stay with him.

20. The Tenant had no other friends or family she could turn to if evicted.
21. The Tenant does not have any young children or any other person with special needs living in the rental unit.
22. The incident occurred on March 9, 2023 and DR testified that the Landlord followed up with the Tenant to offer supports to assist her. DR also testified the Tenant was made aware the Landlord would assist with removing the acquaintance if he were to return.
23. There has been approximately 11 months between the March 9, 2023 incident and the hearing, and as of the day of the hearing the Tenant has not had contact with the acquaintance and the Landlord made no submissions that the Tenant has displayed any similar behaviour or been issued any other notices for behaviour in the rental unit since the March 9, 2023 incident.
24. While I acknowledge the Tenant stabbing the acquaintance is not only an illegal act but a serious impairment of safety, I am satisfied with the Tenant's testimony that this was in self defence and an isolated incident. The Tenant has not engaged in any similar behaviour as of the day of the hearing that may be considered a potential impairment of safety to the other tenants in the residential complex and I am not convinced the Tenant's behaviour was random. In my view, the Tenant does not pose a threat to the other Tenant's in the residential complex.
25. 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 conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
26. Given DR's testimony the Landlord offered to provide support for the Tenant, the Tenant is strongly encouraged to participate in and cooperate with any supports that are offered to her given that this may be her final opportunity to continue the tenancy.
27. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
28. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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 April 1, 2024 to March 31, 2025 the Tenant shall not engage in any behaviour that seriously impairs the safety of any tenants, Landlord's agents, or guests in the residential complex.

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 pay to the Landlord \$1,559.41, which represents compensation for the use of the unit from April 4, 2023 to February 5, 2024.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 8, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 9, 2024 at 7.00% annually on the balance outstanding.

April 3, 2024

Date Issued

Greg Brocanier

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 October 9, 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.

