



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

Citation: Toronto Community Housing Corporation v Bouzibat, 2024 ONLTB 18209

Date: 2024-03-15

File Number: LTB-L-077979-22

In the matter of: 324, 257 SHERBOURNE ST
TORONTO ON M5A3Y9

Between: Toronto Community Housing Corporation Landlord

And

Hocine Bouzibat Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Hocine Bouzibat (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 21, 2024.

Only the Landlord’s Legal Representative, Kimberley Pesino, attended the hearing. Special Constable Nevethanan Ganeshanathan (“NG”) and Brittany Lithgow (“BL”) attended the hearing as witnesses for the Landlord.

As of 11:20 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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of March 26, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 28, 2022, the Landlord gave the Tenant N6 and N7 Notices of Termination deemed served on December 3, 2022. The notices of termination contain the following allegations:
 - On October 28, 2022, the Tenant, carrying a machete, forced and confined another individual in the rental unit
 - The Tenant was arrested and charged with possess weapon dangerous to public peace, assault, forcible confinement, and breach of probation.
4. NG appeared as the first witness for the Landlord. NG is a Special Constable with the Landlord's Community Safety Unit. NG testified that he was familiar with the Tenant prior to the incident on October 28, 2022.
5. NG testified that he and his partner, Special Constable Forrest, was advised by the security guard that the Tenant was carrying a big knife and forced an unknown female into the rental unit. NG testified that he reviewed the surveillance footage and observed the Tenant coming out of his unit with a machete and approached another male in an aggressive manner. The Tenant then enter the elevator lobby, grabbing an unknown female, and forcing her into the rental unit.
6. NG testified that he assisted officers from the Toronto Police Service with entry into the rental unit and the Tenant was arrested and charged with possession of dangerous weapon, breach of probation, assault, and forcible confinement. A copy of the report completed by Special Constable Forrest was submitted into evidence. Surveillance footage showing the Tenant in the elevator lobby and forcing an unknown female away was submitted into evidence.
7. BL appeared as the second witness for the Landlord. BL is employed with the Landlord as a community safety adviser. BL testified that she was familiar with the Tenant prior to the incident on October 28, 2022. BL confirmed and corroborated the evidence provided by NG. A copy of the Toronto Police General Occurrence report was submitted into evidence.
8. The Landlord sought an order to terminate the tenancy and requested the Tenant to pay the costs of filing the application and daily compensation after the termination date. The monthly rent is \$139.00.

Analysis

N7 Notice of Termination

9. The Landlord alleges that the Tenant's behaviour has seriously impaired the safety of another person and this behaviour occurred in the residential complex.
10. Section 66 of the *Residential Tenancies Act, 2006* (the 'Act'), states:

A landlord may give a tenant notice of termination of the tenancy if,

- (a) An act or a mission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
- (b) the act or omission occurs in the residential complex

11. Based on the uncontested evidence before me, I find on the balance of probabilities that the Tenant's behaviour has seriously impaired the safety of another person and this behaviour occurred in the residential complex.
12. The Divisional Court in *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII) confirmed, at para. 17, that serious impairment of safety includes both actual impairment and a real risk of impairment. In this case, the Tenant's conduct on October 28, 2022 jeopardized another individual's physical safety and carried with it the potential for an outcome that risked substantially jeopardizing another individual's physical safety. The Tenant forcibly confined another individual and it was a foreseeable risk that carrying a machete in the common areas of the rental complex could result in serious injury to other individuals present on the rental premises.

N6 Notice of Termination

13. The Landlord alleges that the Tenant committed an illegal act and this act occurred in the residential complex.
14. Section 61 of the Act states: A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.
15. Based on the uncontested evidence before the Board, I find on the balance of probabilities that the Tenant committed the illegal act of assault, possession of a dangerous weapon, forcible confinement, and breach of probation within the residential complex. The Landlord's witnesses provided consistent and clear evidence of the incident on October 28, 2022 and their evidence was supported by a police report indicting the offences the Tenant was charged with.
16. There have been no further incidents since October 28, 2022. Nonetheless, the Landlord submits that the Tenant continues to be a safety concern and that it would cause undue hardship to the safety of the Landlord and others if relief was granted.
17. Having made a determination that the Tenant breached section 66 of the Act, an expedited order shall be issued pursuant to section 84 of the Act and subject to section 83(1)(b).
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants did not attend to defend against the allegations or present any arguments as to why relief should be granted.

19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 26, 2024.
2. If the unit is not vacated on or before March 26, 2024, then starting March 27, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 27, 2024. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting March 27, 2024 until the date the Tenant moves out of the unit.
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 March 26, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 27, 2024 at 7.00% annually on the balance outstanding.

March 15, 2024

Date Issued

Vicky Liu

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 September 27, 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.

