



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

**Citation:** Toronto Community Housing Corporation v Young, 2023 ONLTB 46241

**Date:** 2023-06-26

**File Number:** LTB-L-069601-22

**In the matter of:** 243, 3680 KEELE ST NORTH  
YORK ON M3J1M2

**Between:** Toronto Community Housing Corporation Landlord

**And**

Paul Anthony Young Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Paul anthony Young (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; the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises; 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; and, 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 applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 4, 2023.

The Landlord's representative K. Baradargohari, the Landlord's witnesses Ronald Lim, and Special Constable Ewans and the Tenant's representative Hanson Sone attended the hearing.

**Determinations:**

Preliminary matter

1. At the commencement of the hearing, the Tenant's representative sought an adjournment, on the basis the Tenant's whereabouts were unknown, and the Tenant is believed to be without a phone. The Landlord opposed the adjournment. Given the serious nature of the proceedings, the Tenant's failure to make a request to adjourn in advance of the proceedings, and the Board's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to be heard, the adjournment request was denied.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 4, 2022, the Landlord gave the Tenant a Form N5, N6 and N7 notice of termination, deemed served on November 9, 2022.
4. For the reasons that follow, I find on a balance of probabilities, the Tenant:
  - (i) seriously impaired the safety on another person in the residential complex;
  - (ii) committed an illegal in the residential complex by committing the offences of Uttering Threats contrary to section 264.1(1) of the Criminal Code, R.S.C. 1985, c. C-46 (the "Code") and Mischief, contrary to section 430(1) of the Code; and,
  - (iii) wilfully or negligently damaged the rental unit.

#### Uttering Threat

5. The Landlord alleges the Tenant uttered threats towards others in the residential complex.
6. Special Constable Ewans ("SCE") testified he attended at the Tenant's unit on December 28, 2020 in response to a noise complaint. On arrival, SCE testified the Tenant opened the door, appeared frustrated and had two icepicks in his possession. At that time, SCE testified the Tenant threatened to "make an example" out of law enforcement. The Landlord produced a copy of SCE's incident report details/synopsis in support of the allegation. Given the Tenant's agitated state and possession of an icepick, I find the Tenant's comment regarding "making an example" of another person as constituting a threat.
7. SCE further testified that on July 25, 2022 he was accompanying the Landlord's superintendent to the rental unit in order to deliver a fridge. Upon arrival, the Tenant answered the door with a large kitchen knife in his possession and proceeded to threaten physical harm to the superintendent. Fortunately, SCE was able to de-escalate the situation and the threat of harm was removed without any injury to others.
8. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Divisional Court confirmed that a threat can constitute a serious impairment of safety if the person making the threat has a clear intention of carrying it out, or also where the tenant's conduct carries with it the potential for an outcome that risks a substantial negative effect on a person's

wellbeing or where the foreseeable act could result in a serious impairment to safety. In this instance, the Tenant's aggressive behaviour while in the possession of an icepick and kitchen knife, combined with the simultaneous threats made, I find the Tenant seriously impaired the safety of another person in the residential complex. I also find the Tenant committed the illegal act of Uttering Threats contrary to section 264.1(1) of the Code, as a result of these incidents.

#### Mischief

9. The Landlord's Form N6 also alleges the Tenant has committed the offence of Mischief in the residential complex.
10. On December 29, 2020, SCE testified he parked his vehicle in staff parking while visiting the residential complex. Upon return to his vehicle, SCE discovered 3 of his car tires were slashed. He indicated he subsequently viewed video footage identifying the Tenant as the person causing the damage. The Tenant was subsequently arrested and charged with mischief. The Landlord produced a copy of SCE's incident report details/synopsis in support of the allegation.
11. Based upon the Landlord's uncontested evidence, I find the damage caused, by its very nature, was done wilfully by the Tenant. SCE noted the vehicle was parked in the building's common area parking lot and thus, I find the offence was committed within the "residential complex" as defined by section 2(1) of the Act. I therefore find the Tenant has committed the illegal act of Mischief on December 29, 2020 within the residential complex, contrary to section 430(1) of the Code.

#### Wilful or negligent damage/L2 damages

12. The Landlord's Form N5 alleges the Tenant wilfully caused damage to the rental unit and that the Tenant has not voided the Form N5 by repairing the damage or paying the cost incurred to repair the damage.
13. The Landlord's superintendent Ronald Lim (RL) testified the Landlord conducted an inspection of the rental unit on October 11, 2021 and noticed several broken windows, smashed interior walls/doors and missing kitchen cupboards and cabinets.
14. The Landlord produced pictures taken on October 11, 2021 which showed extensive damage throughout much of the rental unit. The damage was all contained within the Tenant's unit and appears to have been caused by the intentional, repeated and deliberate application of force by way of punch, kick or blunt object. In the absence of an alternative explanation, I am prepared to draw the inference that the Tenant, or someone permitted in the unit by the Tenant, caused this damage wilfully.
15. The Landlord's L2 Application also seeks compensation from the Tenant for the damages caused and described in the Landlord's Form N5. Section 89 of the Act allows a landlord to

apply to the Board for an order requiring a tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of, or where repairing is not reasonable, the replacement of damaged property, if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex and the tenant is in possession of the rental unit. To succeed in its application, the Landlord must show that the damage is “undue”, meaning it is beyond normal wear and tear, and considered to be excessive or unnecessary. As noted above, I find that the damage was caused wilfully by the Tenant and that it was “undue”.

16. The Landlord produced a copy of the work order from November 2, 2021 describing 3 broken windows in the Tenant’s rental unit requiring replacement, and an invoice dated October 18, 2021 showing a cost of \$827.16 to supply and install new windows. The Landlord also produced an invoice dated November 2, 2021 showing a cost of \$3,122.60 to perform remedial work to the kitchen cabinets, drawers, countertops, as well as drywall repairs throughout the unit. Given the extensive damage caused, I find the requested amounts claimed for these two invoices to be reasonable.
17. While the Landlord also sought compensation for glass work performed in March 2021 in the amount of \$618.67, it was unclear from the Landlord’s evidence how this damage was caused and thus, this request is denied.

### Section 83

18. Section 83 requires that I consider all the circumstances, including the Tenant’s and the Landlord’s situations to determine if it would be appropriate to grant section 83 relief from eviction.
19. The Tenant lives alone and the Tenant’s Representative noted that the Tenant suffers from health issues and that the Landlord has a duty to accommodate the Tenant.
20. The Landlord’s representative advised that the Landlord is not seeking eviction, but merely a conditional order. Given the Landlord’s request for a conditional order only, I have provided for such relief below:

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

1. The Tenant shall not wilfully or negligently cause damage to the rental unit or the residential complex.
2. The Tenant shall not commit an illegal act in the residential complex, including but not limited to, the offences of Uttering Threats or Mischief.
3. The Tenant shall not engage in aggressive or abusive behaviour towards any other person in the residential complex.
4. The Tenant shall not seriously impair the safety of any other person in the residential complex

5. If the Tenant breaches any condition(s) set out in paragraphs 1, 2, 3 or 4 of this order, the Landlord may, without notice to the Tenant, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenants' breach of this order 6. The Tenant shall pay the Landlord the \$3,949.76 for damages caused to the rental unit.
7. The Tenant shall pay the Landlord the application filing fee in the amount of \$186.00.
8. The total amount that the Tenant owes the Landlord is \$4,135.76.
9. If the Tenant does not pay the Landlord the full amount owing on or before July 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 8, 2023 at 6.00% annually on the balance outstanding.

**June 26, 2023**

**Date Issued**

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Peter Nicholson

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.