



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

**Citation:** Canadian Legion Toronto Homes v Scully, 2022 ONLTB 14614

**Date:** 2022-12-23

**File Number:** LTB-L-040604-22

**In the matter of:** 3, 191 YORKVIEW DR  
NORTH YORK ON M2R1K2

**Between:** Canadian Legion Toronto Homes Landlord

**and**

Paul Scully Tenant

Canadian Legion Toronto Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Scully (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.

This application was heard by videoconference on December 20, 2022. Only the Landlord's legal agent, S. McKeena (SM), and the Landlord's legal representative, S. Bickramsingh, attended the hearing. As of 9:34 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:**

- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated. I also find it would be unfair to grant relief from eviction.
- The Tenant was in possession of the rental unit on the date the application was filed.

**N6 Notice of Termination**

- On July 13, 2022, the Landlord gave the Tenant an N6 notice of termination. The notice of termination alleges that on July 12, 2022, the Tenant was seen waving a knife around a group of tenants in the residential complex. The Tenant then stabbed another tenant multiple times in the back.

**Illegal Act**

2022 ONLTB 14614 (CanLI)

4. The section of the *Residential Tenancies Act, 2006* (the 'Act') that governs this notice is subsection 61(1).

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.

5. SM testified that she is the office administrator for the Landlord. Her office overlooks the back of several buildings. While in her office on July 12, 2022, she heard a commotion coming from back area. She heard the cleaners say, "stabbing." She then saw a man with a bloody knife and blood on his chest. He said that he stabbed someone. She saw the police apprehend him and take him away. The Landlord submitted into evidence a declaration from a tenant, CM. It stated that on July 12, 2022, the Tenant was waving a knife around a group of tenants and then stabbed another tenant, R, in the back four times. SM stated that she did not ask CM to testify at the hearing as her son called and said his mother is traumatized by the event.
6. Based on the above, I find that the Tenant has committed an illegal act in the residential complex by assaulting another occupant of the residential complex with a weapon. While SM did not witness the stabbing, I am satisfied that she saw the Tenant with blood on himself and with a bloodied knife, who also stated he stabbed someone. This uncontested *viva voce* testimony, coupled with the declaration, persuades me that this event occurred.

#### **Relief from eviction**

7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
8. The Landlord submitted that in addition to the stabbing, the Tenant has made frequent unwanted sexual advances to other tenants. The Tenant did not attend the hearing to disclose any circumstances for me to consider relief from eviction. I also find that the prejudice to the health and safety of other occupants of the residential complex to be such that it would be unfair to grant relief from eviction.

#### **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 January 9, 2023.
2. If the unit is not vacated on or before January 9, 2023, then starting January 10, 2023, 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 January 10, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before January 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 10, 2023 at 5.00% annually on the balance outstanding.

**December 23, 2022**  
**Date Issued**

\_\_\_\_\_  
Camille Tancioco  
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 July 10, 2023 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.