



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

**Citation:** Ecuhome Corporation v Campbell, 2022 ONLTB 11332

**Date:** 2022-11-10

**File Number:** LTB-L-055759-22

**In the matter of:** 201, 156 Coxwell Avenue  
Toronto Ontario M4L3B2

**Between:** Ecuhome Corporation Landlord

**And**

Robert Campbell Tenant

Ecuhome Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Campbell (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.

This application was heard by videoconference on November 1, 2022. Only the Landlord's legal agents, S. Venditti and G. Webster, attended the hearing. As of 9:31 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.

The Landlord's witnesses, B. Pryce (BP) and C. Blair (CB) also attended the hearing.

**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. I also find it would be unfair to grant relief from eviction.
2. The Tenant was in possession of the rental unit on the date the application was filed.

**N7 Notice of Termination**

3. On May 17, 2022, the Landlord gave the Tenant an N7 notice of termination (the 'N7 Notice') pursuant to section 66 of the *Residential Tenancies Act, 2006* (the 'Act'). The notice of termination contains the following allegations:
  - On May 5, 2022, the Tenant stabbed a basement tenant in the stomach with a knife. When the police arrived, the Tenant attempted to stab the basement tenant again.

2022 ONLTB 11332 (CanLI)

4. The basement tenant, BP, testified at the hearing. He stated that he did not have any issues with the Tenant prior to the incident. On May 5, 2022, he was outside having a cigarette when he came across the Tenant. He and the Tenant said hello to one another. BP then began walking back to his unit. While standing in the doorway of his unit, he observed the Tenant standing in the staircase with a demonic look on his face.
5. The Tenant ran towards BP with a knife. The knife shattered on contact and did not puncture BP's skin. They began wrestling for the knife. The other basement tenant, CB, came out from his unit and helped BP wrestle the knife away from the Tenant. CB then went to his unit to call the police. The Tenant then said, "You're not going to try to kill me after I tried to kill you?" While in shock, BP went outside to wait for the police. When the police arrived, BP directed them to the Tenant. The Tenant went to the kitchen to get a larger knife and ran towards BP. The police apprehended the Tenant. CB testified to same.

### **Serious Impairment of Safety**

6. Pursuant to section 66 of the Act, a landlord may give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex.
7. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others.
8. In my view, the Tenant's conduct of May 5, 2022, in attempting to stab BP, constitutes a serious impairment of safety to another person. While, thankfully, BP was not injured by the Tenant's attempt, he could have been substantially injured or killed. Furthermore, and perhaps equally serious, is that the Tenant assaulted BP unprovoked, without warning and appeared to be trying to kill BP.
9. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Tenant engaged in the conduct as detailed in the N7 Notice and, as such, has seriously impaired the safety of another person in the residential complex.

### **Section 83 Considerations**

10. 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.
11. BP testified that conditions were imposed on the Tenant, which included him having to stay a certain proximity away from BP. On September 29, 2022, BP heard a noise in the living room. He saw that it was the Tenant that broke the window. BP and CB testified that they did not feel safe residing in the unit, they are not sleeping well and feel as if they are constantly looking around corners for the Tenant. In consideration of the foregoing and that the Tenant did not attend the hearing to disclose his circumstances, I find that relief shall not be granted.

**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 November 15, 2022.
2. If the unit is not vacated on or before November 15, 2022, then starting November 16, 2022, 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 November 16, 2022. **The Sherriff is requested to expedite the enforcement of this order.**
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 15, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 16, 2022 at 3.00% annually on the balance outstanding.

**November 10, 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 May 16, 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.