



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

**Citation:** Ecuhome Corporation V Alderson, 2022 ONLTB 10940

**Date:** 2022-11-08

**File Number:** LTB-L-050033-22

**In the matter of:** 102, 780 COXWELL AVENUE  
TORONTO ONTARIO M4C3C9

**Between:** Ecuhome Corporation Landlord

**And**

Gregory Alderson Tenant

Ecuhome Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory Alderson (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; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

This application was heard by videoconference on October 31, 2022.

The Landlord's Agent, Genise Webster, attended the hearing. Phillip Burkett (PB) appeared as a witness for the Landlord.

As of 10:04 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 and the claim for compensation in the application. Therefore, the tenancy is terminated on November 19, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The monthly rent is \$169.00.
4. The Tenant moved into the rental unit on August 15, 2020.
5. The residential complex is a two-storey rooming house consisting of seven rooms. There are currently six tenants occupying rooms in the building.

6. On March 31, 2022, the Landlord gave the Tenant an N7 notice of termination ('N7 Notice') with a termination date of April 11, 2022. The notice of termination contains the allegations that on March 25, 2022, the Tenant was wilfully breaking windows at the residential complex. When another resident approached the Tenant, he was threatened with bodily harm.

### **Serious Impairment of Safety**

#### Landlord's evidence – testimony of PB

7. PB testified that on March 25, 2022 at approximately 1:00 p.m., he witnessed the Tenant throwing bricks and other hard objects through the windows of the residential complex. He testified that he approached the Tenant asking him what he was doing and requested he stop breaking the windows. He testified the Tenant came towards him with a knife in his hand and threatened to kill him. PB testified that the knife touched his stomach area, but he was not stabbed. He testified that he used a garbage pail to protect himself and he ran from the area. He stated that he contacted the police and when they arrived, the Tenant was arrested.
8. PB testified that by way of a conditional order, the Tenant cannot return to the residential complex and although the Tenant attempted to return on five occasions after his release from custody, he has not seen him at the residential complex since April 2022.

### **Wilful Damage**

9. The Landlord alleges the Tenant wilfully damaged the residential complex by breaking the windows. The Landlords' Agent was unable to produce any documentary evidence to support the claim nor was any evidence submitted with respect to the costs sought in the application. As such, this portion of the application must be dismissed.

#### Analysis

10. Section 66(1) of the Act says:

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

(a) An act or omission 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. In this case, the allegations of impaired safety are with respect to an altercation between the Tenant and another resident in which the Tenant threatened the other resident with bodily harm and attempted to stab him with a knife.
12. The case law establishes that to warrant eviction under Section 66, there must be some actual impairment of safety. As held in *SOL-26261-12, 2012 LNONLTB 2628*, it is not necessary that anyone has actually been hurt or injured. It is sufficient that it is foreseeable that the act or omission could have resulted in or may result in a serious impairment of

safety. The impairment of safety must be serious. Given the serious consequences of this ground, including short notice, immediate application, no opportunity to correct behaviour, priority eviction by the Sheriff, this ground is intended for the most serious of situations.

13. Based on the uncontested testimony and evidence before me and on a balance of probabilities, I find it foreseeable that such an act of violence could have resulted in serious injury to the resident. I therefore find that the Tenant has seriously impaired the safety of another, and this act occurred at the residential complex.

### **Section 83 considerations**

14. 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. I say this for the reasons that follow.
15. The Landlord's Agent submitted that the Landlord is seeking termination of the tenancy due to the Tenant's violent behaviour and stated the safety of the victim tenant, and the other residents is paramount. The Landlord is seeking an 11-day eviction order.
16. PB testified that the Tenant is a dangerous person and everyday he fears for his safety and is terrified the Tenant will return to his unit.
17. When considering relief from eviction it is incumbent on the Board to consider all the circumstances. In this case the Tenant was not present to give me any of his circumstances to consider, therefore I am only able to consider what was presented to me at hearing all of which points to the Tenant being violent and impairing the safety of others. I find it would be far more prejudicial to the Landlord to allow the Tenant any extra time in the unit due to his aggressive and unprovoked behaviour.

### **Daily compensation**

18. Based on the monthly rent, the daily compensation is \$5.56. This amount is calculated as follows: \$169.00 x 12, divided by 365 days.
19. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
20. There is no last month's rent deposit.

### **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 19, 2022.
2. If the unit is not vacated on or before November 19, 2022, then starting November 20, 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 20, 2022.

4. The Tenant shall also pay the Landlord compensation of \$5.56 per day for the use of the unit starting November 1, 2022 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before November 19, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 20, 2022 at 4.00% annually on the balance outstanding.

**November 8, 2022**

**Date Issued**

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Susan Priest

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 20, 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.