



Order under Section 78(6) Residential Tenancies Act, 2006

File Number: LTB-L-097167-25

In the matter of: 202, 2 Goldshore Road
Red Lake ON P0V2M0

Between: Kenora District Services Board Landlord

And

Kent Buckler Tenant

Kenora District Services Board (the 'Landlord') applied for an order to terminate the tenancy and evict Kent Buckler (the 'Tenant') because the Tenant failed to meet a condition specified in the order issued by the Board on February 4, 2025 (as amended on March 18, 2025) with respect to application LTB-L-058553-24.

A hearing was held by videoconference on December 16, 2025 to consider this application.

The Landlord's agents Nicki Zikalns and Laurie Shields, the Tenant, the Tenant's legal representative Erin O'Hara, and the Tenant's support person Chad Monahan, attended the hearing.

Robyn Lush, Glen Williamson, and Barry Cockroft attended the hearing as witnesses for the Landlord.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.

The breach

2. I find that the Tenant did not meet the condition in the order that he not seriously impair the safety of any person in the residential complex.
3. The Landlord's application refers to two alleged breaches of the Board's order:
 - an incident on November 7, 2025, alleging the Tenant was involved in an assault of another tenant at the residential complex.

- An incident on November 15, 2025, alleging the Tenant was involved in smashing the windows of another tenant's unit in the residential complex.
4. The Landlord's evidence regarding the November 15 incident – primarily consisting of the testimony of Ms. Nicki Zikalns – does not establish that it is more likely than not that the Tenant was involved in the incidents alleged. Ms. Zikalns's knowledge of the incident is entirely based on a second-hand account from an on-site staff member, who himself did not witness the alleged conduct on November 15, 2025.
 5. However, the Landlord did lead evidence that establishes on a balance of probabilities that the Tenant assaulted another tenant – Mr. Barry Cockroft – in Mr. Cockroft's rental unit at the residential complex on November 7, 2025.
 6. Mr. Cockroft testified extensively about the November 7, 2025. Per Mr. Cockroft's testimony, the Tenant was visiting him in his unit when Mr. Cockroft asked the Tenant to leave. He testified that the Tenant refused to leave, leading Mr. Cockroft to search for his phone to call the police. Mr. Cockroft testified that the Tenant pushed him over when he was searching for his phone on the bed and that the Tenant proceeded to assault him with a garbage can. Mr. Cockroft testified that he was hospitalized as a result of injuries sustained in the assault (and a subsequent infection).
 7. I found Mr. Cockroft's testimony to be both credible and reliable. He was straightforward in his testimony and was able to provide clarifications about various details during cross-examination. His recollection of the incident was highly detailed and consistent with an incident report prepared by Robyn Lush, an employee of the Landlord, on December 3, 2025.
 8. Mr. Cockroft's testimony was largely uncontested at the hearing. The Tenant did not provide any testimony regarding the November 7 incident.
 9. I am satisfied on a balance of probabilities, based on Mr. Cockroft's testimony, that the Tenant seriously impaired the safety of Mr. Cockroft by assaulting him on November 7, 2025 and that this assault took place at the residential complex.
 10. The application was filed within 30 days of the breach.

Section 83 considerations

11. 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 not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant testified to his circumstances at the hearing. He testified that he has experienced significant trauma throughout his life and that his primary source of income is ODSP payments he receives relating to his mental health diagnoses.
13. I acknowledge that the Tenant is of limited resources. I also acknowledge that the Tenant already resides in subsidized housing and will have difficulty securing new housing. The Tenant lives in a remote community in Northern Ontario and housing resources are limited.

14. Even so, it would be inappropriate in the present circumstances to allow this tenancy to continue on a conditional basis. The conditional order previously issued by the Board is the result of a previous application by the Landlord related to allegations of another assault by the Tenant at the residential complex. The Tenant was not able to abide by the condition to not seriously impair the safety of any other person at the residential complex, as demonstrated by Mr. Cockroft's testimony. The impact of the Tenant's conduct on the other residents of the residential complex is difficult to overstate: Mr. Cockroft was assaulted in his own home, hospitalized as a result, and is currently experiencing isolation due to his fear of the Tenant.
15. Other residents cannot be expected to abide physical assaults in the residential complex. The Landlord has made extensive efforts to accommodate the Tenant's circumstances, including by resolving the previous application through a conditional order at the Board on consent. The Tenant, however, has been unable to hold up his end of the agreement. I am satisfied that there is no other option but to terminate this tenancy on an unconditional basis to protect the interests of both the Landlord and the other residents of the residential complex.
16. That being said, in light of the Tenant's limited resources and the winter weather conditions reasonably anticipated in the Tenant's community over the next several months, I find that it would not be unfair to extend the eviction date of this order to April 30, 2026. This affords the Tenant and his various supports some time over the winter to identify and assess other housing options.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, 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 May 1, 2026.

January 8, 2026
Date Issued

Jeremy Henderson
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 November 1, 2026 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.