



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082757-24

In the matter of: 302, 11 FAIRVIEW BLVD
TORONTO ON M4K1L8

Between: Ecuhome Corporation Landlord

And

Phillip Gaudet Tenant

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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on July 28, 2025.

Only the Landlord's Legal Representative, Catherine Salgado, and the Landlord's Agent, Yael Tochez ('YT'), attended the hearing.

As of 12:32 p.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 in the application. Therefore, the tenancy is terminated, and the Tenant must vacate the unit on or before January 20, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice:

3. On September 17, 2024, the Landlord gave the Tenant an N5 notice of termination deemed served on September 22, 2024 via mail. The notice of termination alleges that during the month of July 2024, the Tenant engaged in disruptive behaviour including playing loud music for over 12 hours, acting erratically, and yelling profanities at neighbours and pedestrians from the porch of the residential complex.
4. At the hearing the Landlord's Legal Representative confirmed that the Tenant stopped the conduct or activity within seven days after receiving the N5 notice of termination as the Tenant was incarcerated during that period. Therefore, the Tenant voided the N5 notice of termination in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (Act) and cannot be evicted based on that notice.

N6 Notice:

5. On September 17, 2024, the Landlord gave the Tenant an N6 notice of termination deemed served September 22, 2024 via mail. The notice of termination contains the following allegations:
 - On June 21, 2024, the tenant threatened a neighbour at the residential complex, yelling "*You are all going to fucking die tonight.*"
 - On July 14, 2024, the Tenant was observed on the porch of the residential complex smashing and breaking various items in a fit of rage. During that time, a neighbour walked past, and the Tenant made threatening comments towards them including: "*I know where you live,*" and "*I will fucking kill you.*"
 - On July 15, 2024, the Tenant was seen shouting profanities at neighbours and pedestrians again from the porch of the residential complex. A pedestrian stopped to check on the Tenant, at which point the Tenant proceeded to chase after them. Consequently, Toronto Police Services ('TPS') were dispatched to the residential complex.
 - On July 19, 2024, the Tenant threatened violence against a neighbour at the residential complex, including stating: "*I will snap your fucking neck*" and "*I know where you live.*" The Tenant then lunged at the neighbour and stood very close to their face, growling at them. The Tenant also chased a neighbour down the driveway of the residential complex while threatening to kill them. TPS were called to the residential complex as a result, and the Tenant was arrested.
6. The Landlord claims that the Tenant has uttered threats contrary to subsection 264.1(1) of the *Criminal Code, R.S., 1985* (Criminal Code) and committed an assault on July 19, 2024, contrary to subsection 265(1)(b) of the Criminal Code.
7. The residential complex is described as a detached three-story rooming house containing seven units. The Tenant's unit is located on the third floor and shares common areas with other tenants.

8. The Landlord's Agent, YT, testified at the hearing. She is a Housing Support Worker for the Landlord, providing support to tenants in the form of mental health assistance, eviction prevention, and life skills training.
9. YT testified that she has experience dealing with the Tenant and has communicated by phone and email with the persons that have been threatened by the Tenant. At the hearing, YT recounted the incidents in the N6 notice, and submitted evidence to substantiate the Landlord's claims, including an email sent to YT dated July 22, 2024 from the neighbour threatened by the Tenant on July 19, 2024. The email contained the neighbour's summary of the incident, confirming the Tenant threatened to kill her from the residential complex after she asked him to turn down his music. The Tenant then lunged at her and chased her down the shared driveway. The neighbour ran to her home, locked the doors, and called 911. YT testified the neighbour is consequently very scared of the Tenant and the possibility of running into him should he follow through on his threats.
10. A copy of the Landlord's Incident Report regarding the events that took place on July 19, 2024 was also submitted at the hearing. YT testified as to its details, confirming that another tenant in the residential complex, K.H., was threatened by the Tenant that day when he stated he would snap her neck then came very close to her face growling at her. The Tenant was arrested on July 20, 2024, but then released.
11. YT testified that the Tenant has threatened and chased after people on numerous occasions, resulting in neighbours and other tenants fearing every time they approach the residential complex. This was supported by an email exchange from July 15, 2024, between another neighbour and YT regarding the Tenant "freaking out" on the residential complex front porch screaming and threatening passers by.
12. Having considered the uncontested evidence and submissions before me, I am satisfied on the balance of probabilities that the Tenant has committed an illegal act in the residential complex, per section 61 of the Act. I accept YT's testimony regarding the events outlined in the N6 notice as well as her experience dealing with the Tenant's volatile behaviour. The additional emails and incident report further support YT's testimony that the Tenant uttered threats to neighbours and other tenants while in the residential complex involving bodily harm and/or death.
13. I am also accept that the neighbour and K.H. had reasonable grounds to believe that when the Tenant lunged and chased after them, he had the present ability to carry out his threats. Given the accounts of the Tenant taking physical steps towards those he threatened, I am satisfied there is sufficient evidence to show that the Tenant's actions more likely than not also constitute assault.

Daily Compensation:

14. The Tenant was required to pay the Landlord \$1,595.72 in daily compensation for use and occupation of the rental unit for the period from October 15, 2024 to July 28, 2025.
15. 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.

16. The Landlord's Legal Representative stated that the Tenant was not in arrears as of the date of the hearing. The Landlord therefore requested to withdraw the claim for daily compensation, and the request is granted.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. However, the Landlord also requested to waive the filing fee, and that request too is granted.

Relief from Eviction:

18. 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.
19. The Landlord's Legal Representative stated that, aside from the Tenant's mental health issues, they were unaware of any circumstances of the Tenant that would support denying or delaying eviction. YT also testified that she reached out to the Tenant on July 17, 2024, offering to meet with him and provide support and suggested he could also reach out to community agencies for additional assistance. When YT met up with the Tenant months later, the Tenant told her he did not believe he had done anything wrong, nor could he remember assaulting anyone, showing a lack of awareness and accountability for his actions.
20. The Tenant also did not attend the hearing to provide any supporting evidence of their circumstances and any attempts to obtain assistance. Given the lack of good faith efforts from the Tenant and any assurances that the illegal and problematic behaviour will cease, I am not satisfied that a conditional order is appropriate in the circumstances. I therefore find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 20, 2026.
2. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 January 21, 2026.

January 9, 2026
Date Issued

Fotoula Hatzantonis
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 21, 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.