



Order under Section 69 Residential Tenancies Act, 2006

Citation: Indwell Community Homes v Ward, 2026 ONLTB 7181

Date: 2026-01-26

File Number: LTB-L-060361-25

In the matter of: 214, 205 MELVIN AVE
HAMILTON ON L8H2J9

Between: Indwell Community Homes

Landlord

And

Jerry Ward

Tenant

Indwell Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Jerry Ward (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 17, 2025.

Only the Landlord's agent Daniel Wooster attended the hearing.

As of 9:42 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. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 8, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:
 - On July 2, 2025, the Tenant exposed himself to an employee of the Landlord and attempted to solicit sex from her.

4. The Tenant has seriously impaired the safety of an employee of the Landlord by exposing his genitals to her and attempting to solicit sex from her, conduct which constitutes sexual assault. This conduct occurred in the residential complex.
5. Mr. Daniel Wooster, a Program Supervisor employed by the Landlord, testified at the hearing about the event alleged in the notice. While he does not have first-hand knowledge of the incident in question, he collects reports of incidents from his supervisees relating to various aspects of the tenancy. Mr. Wooster's testimony was uncontested at the hearing. I found him to be credible: his account of the incident was consistent and he was straightforward in answering clarifying questions put to him by the Board.
6. Mr. Wooster testified that a woman employed as a cleaner in the residential complex made a report to police on July 2, 2025, after the Tenant exposed his genitals to her and solicited sex. He testified that the woman reported the incident to the on-site staff supervisor, who supported the employee in making a police report. Police attended the residential complex and apprehended the Tenant, who was incarcerated until August 6, 2025. Mr. Wooster testified that the on-site supervisor informed him of the incident when he later attended the site.
7. Based on the testimony of Mr. Wooster, I am satisfied on a balance of probabilities that the event occurred as described in the notice. Sexual assault of an employee of the Landlord clearly constitutes a serious impairment of safety.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$795.08 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$12.58 is owing to the Tenant for the period from April 1, 2025 to November 17, 2025.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenant's conduct is extremely serious and he did not attend the hearing to speak to any circumstances that would justify relief from eviction.
13. Further, Mr. Wooster testified that the Tenant's conduct has worsened since being released from incarceration. He provided a log of incidents that have occurred since the Tenant's return to the residential complex. This log lists nine subsequent reports of inappropriate sexual conduct by the Tenant from other residents of the residential complex of employees of the Landlord. These nine incidents took place between August 11, 2025 and October 21, 2025.
14. Mr. Wooster was not aware of any circumstances that would justify relief from eviction. His uncontested testimony is that the Tenant has not been willing to work with the Landlord to resolve the behavioural issues.

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 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026. **The Sherrif is requested to expedite the enforcement of this order.**
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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 26, 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 August 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.