



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc. C/O Skyline Living v Peel, 2026 ONLTB 6243

Date: 2026-01-20

File Number: LTB-L-060773-25

In the matter of: 508, 909 CLONSILLA AVE
PETERBOROUGH ON K9J8B2

Between: Skyline Real Estate Holdings Inc. C/O Skyline Living Landlord

And

Mark Peel Tenant

Skyline Real Estate Holdings Inc. C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Peel (the 'Tenant') because:

- 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 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.

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 November 3, 2025.

The Landlord's agent, S. Kiekens, the Tenant, and the Tenant's support, A. Kamara, attended the hearing. A. Rahman, and T. Cameron, also attended as the Landlord's witnesses.

Determinations:

1. At the outset of the hearing, the Tenant made a request for the Board to dismiss the Landlord's application on the basis that the N6 and N7 notices issued due not meet the threshold to satisfy termination of the tenancy. In the present case, the notices relate to an assault and uttering threats. I advised the parties that I was not prepared to dismiss the application until the merits of the application were heard. The matter proceeded to be heard on its merits.

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. For the reasons that follow, a conditional order is issued.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. This application is filed pursuant to section 61 and section 66 of the *Residential Tenancies Act*, 2006, the ("Act").
5. On July 22, 2025, the Landlord gave the Tenant an N6 and an N7 notice of termination with a termination date of August 22, 2025. The N6 notice of termination alleges that the Tenant has committed an illegal act of uttering threats in the residential complex. The N7 notice of termination alleges that the Tenant's behaviour has seriously impaired the safety of another person, and this behaviour occurred in the residential complex. The allegations contained on both notices are identical.

Landlord Evidence

6. Tina Cameron (TC), testified that she has been a resident of the Landlord for the last 2 years, currently she resides in unit 307. Previously, she lived in unit 608 above the Tenant's unit.
7. TC testified that on June 16, 2025, during her tenancy in 608, TC was in her balcony having a coffee when the Tenant came onto his balcony and commenced to scream at her stating, "you F*** C***, you F*** C*** stop smoking, I will get you off property, I'm in control. I will get you off Skyline property and I will kill you". TC testified that she filed the complaint with the Landlord and called police. TC did not provide a copy of the police report filed. A copy of the e-mail complaint filed with the Landlord was submitted into evidence, together with an incident report filled out by the Landlord's property manager. On review of the e-mail complaint filed with the Landlord and the incident report completed, there is no mention of death threats, the complainant focuses on the Tenant complaining to TC of smoking marijuana. TC asserts that she was not smoking marijuana.
8. Alif Rahman (AR), the Landlord's resident manager testified that he filled out the incident report when TC called him. AR testified that the written complaint and call with TC was vague, TC only complained of being accused of smoking in the unit. AR testified that TC advised him of her concern for her safety.
9. TC testified that on or around the week of October 20, 2025, she was leaving the property to walk her dog when the Tenant approached her and stated "Hahahaha C***, I'm not getting evicted, if I get you off Skyline property I will kill you, you are fair game". TC stated that due to the threats, she is constantly locked up in her unit as she fears going out. TC testified that she did not call police because she has called them many times, but they do not do anything to help her.
10. TC asserts that a week ago, she was in the laundry room when she saw the Tenant standing in the hallway. TC asserts that the Tenant proceeded to ram his laundry basket into her. TC did not call the police on the basis that they do not do anything to help.
11. In cross examination, TC testified that she did not advise the Landlord of the threats made by the Tenant because she did not feel comfortable using foul language. TC asserts that if

the Tenant is not evicted, she will be forced to stay locked up in her unit due to the repeated threats and harassment against her. To date, TC has not filed a restraining order, alleging that she does not know how to file one. TC acknowledged that in recent days, the parties have past each other and have been able to ignore each other.

12. AR submitted an incident report dated July 5, 2025, filed by Reni Musah, the Landlord's Assistant Resident Manager. In the report, the writer provides that at approximately 3:09 p.m., there was an argument between another resident, Tina (TC), and the Tenant, for which the parties decided to contact police. TC issued a written complaint via e-mail which states as follows:
13. At the hearing, TC did not provide testimony with respect to the July 5, 2025 e-mail complaint filed.
14. AR testified that on July 7, 2025, he was in the office talking on the phone with the property manager and Paul Billings, the Landlord's maintenance technician, who was physically in the office. AR testified that the Tenant came to the office pounding on the door. When the Tenant was allowed access into the office, the Tenant began to swear, pointing fingers at AR. AR asserts that he attempted to calm the Tenant down, but the Tenant threatened him by stating "I know where you live". AR testified that the property manager heard the altercation over the phone and immediately called police.
15. During the altercation, AR testified that he feared for his safety. He felt nervous and genuinely believed that the Tenant would physically attack him. AR also lives in the residential complex, as a result, he lives in constant fear, thinking that the Tenant will come to his unit to harm him. When police arrived, police escorted the Tenant to his unit.
16. AR submitted a copy of the above incident report written by Paul Billings. The incident report provides that Paul Billings was having a discussion with AR in the building office when the Tenant attending the office and commenced to threaten AR. The Tenant smelled of alcohol and was extremely aggressive towards AR, stating "he knows where AR lives". The writer provides that AR was also on the phone with the property manager who heard the altercation and immediately called police. When police arrived, the Tenant had already left the office. Paul Billings was not present to provide direct testimony to the incident that occurred.

17. AR further submitted a copy of CCTV video footage of the incident that occurred. In the video, the Tenant can visibly be seen upset and pointing a finger at AR. At one point, AR moves back in his chair as the Tenant slams his hands on the desk. Aside from the Tenant stating, "I know where you live", AR does not recall what the Tenant was upset about.
18. AR submits that although no further altercations have taken place after the incident, AR continuously looks for cameras when he is in close proximity to the Tenant. AR parks underground and feels unsafe doing so, as he fears he will find the Tenant there. After the incident, the Landlord's property manager issued a no contact letter to the Tenant.
19. AR testified that TC requested an update on the Tenant's case on October 29, 2025 and filed a complaint on November 3, 2025. Details of the complaint were not submitted.
20. In cross examination, AR acknowledged that the Tenant apologized to him the next day and advised that no further personal altercations have occurred with the Tenant. AR also acknowledged that the Tenant has filed approximately 5-7 complaints against the TC.

Tenant Testimony

21. The Tenant denies all the allegations made by TC. The Tenant argues that if in fact, he threatened TC's life, she would have filed police reports but has failed to do so.
22. The Tenant acknowledges the July 7, 2025 incident with AR. The Tenant testified that he was intoxicated and frustrated. He wanted to express his concerns with TC as he has filed numerous complaints against her. The Tenant testified that he is bipolar and had stopped taking his medication at the time. The Tenant concedes telling AR "I know where you live", but he meant no harm by it, it was to be taken as a joke. AR acknowledges that his behaviour can be viewed as aggressive by AR and others. The Tenant submits that he has made amends with AR and is sorry for his behaviour. To date, he has not received a copy of the "no contact" letter from the office. To date, the Tenant has continued to personally address maintenance concerns with AR, and they are always addressed without issues.

Analysis

23. Section 61 of the Act provides that, a landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.
24. The Board's Interpretation Guideline 9 states that the term "illegal" is not defined in the Act but that that this would constitute "a serious violation of a federal, provincial or municipal law". A serious violation is one that has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the Landlord or other tenants.
25. Based on the evidence and submission made before me, on a balance of probabilities. I find that the Landlord has not proven that the Tenant has committed an illegal act, in this case, uttering threats, in the rental unit or residential complex.
26. TC testified that the Tenant has continuously made threats to kill her, however, the Tenant did not provide copies of the written complaints filed against the Tenant. The written

complaints submitted into evidence are vague and do not mention threats to harm TC. Although the July 5, 2025 e-mail complaint advises the Tenant is threatening TC, the complainant is silent on the alleged threat. Additionally, TC did not give testimony on the July 5, 2025 e-mail submitted by the Landlord. Although TC asserts that she has called police against the Tenant many times, TC failed to provide copies of the police reports filed. In the usual circumstances, a person being threatened would usually report the threat to authorities and at the very least, request a restraining order against the person making the threat. None of these options have been exercised by TC on the basis that she does not know how to request a restraining order. I find that, if TC's fear of the Tenant were extreme, TC would continuously call police to ensure her complaints were recorded. I also note that AR acknowledged that TC's complaints against the Tenant have been vague in nature. The Tenant was present at the hearing and testified that he has never threatened TC. The Tenant's testimony was consistent, clear and direct, I accept it.

27. With respect to the July 5, 2025 incident with AR, the Tenant acknowledged that he told AR "I know where you live", and testified that he meant no harm by it. I accept that AR took the statement as a threat, however, it was uncontested that the Tenant apologized to AR the very next day and that no additional incidents have occurred with AR since.

28. Section 264.1 of the *Criminal Code* states as follows:

Uttering threats

264.1 (1) Every one commits an offence who, in any manner, knowingly utters, conveys or causes any person to receive a threat

- (a) to cause death or bodily harm to any person;
- (b) to burn, destroy or damage real or personal property; or
- (c) to kill, poison or injure an animal or bird that is the property of any person.

29. On a balance of probabilities, I am not satisfied that the Tenant knowingly intended to utter threats against AR. Accordingly, the Landlord's application to terminate the tenancy on the basis that the Tenant committed an illegal act is denied.

30. Section 66 of the Act, provides that, 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.

31. In *Furr v. Courtland Mews Cooperative Housing Inc.*, [2020 ONSC 1175](#), the Courts find at paragraph 17:

[17] ...In *2276761 Ontario Inc. v. Overall*, (2018) ONSC 3264, the Divisional Court made it clear that serious impairment of safety includes both actual impairment and a real risk of impairment. In other cases, the Board has held that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:

1. the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
 2. a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
 3. extremely loud and intense arguments could easily result in violence and would be a safety hazard.
32. In the case before me, while there was no actual injury sustained by anyone, I find that the Tenants behaviour of July 7, 2025 towards AR to be a high risk for an injury to have occurred. It was undisputed that the Tenant was intoxicated when he entered AR's office, and engaged in loud and intense arguments with AR. The Tenant's behaviour was so intense that AR had to move away from the Tenant and the property manager who was on the phone had the need to contact police. Although the Tenant apologized to AR on the following day, I find that the Tenant seriously impaired the safety of AR when he engaged in loud and intense arguments with him on July 7, 2025, at the residential complex.

Relief from Eviction

33. The Tenant testified that he is bipolar and suffers from multiple health issues. In addition, he has substance abuse issues with alcohol. His drinking got worse when he started to have issues with TC. The Tenant testified that he commenced treatment for his drinking a month ago and attends AA meeting 2-3 times a week on-line. Community paramedics check in on him every 2 weeks.
34. The Tenant submits that housing in Peterborough is low, if he is evicted, he would be homeless. The Tenant argues that his behaviour has changed as there have been no further incidents since July 7, 2025.
35. The Tenant testified that he was temporarily referred to a personal support worker (PSW) who visits him on a regular basis to help him through his substance abuse. The PSW has 3-4 visits left with him. The Tenant requires the use of oxygen and submits that the rental unit is close to his doctor and therefore the location is convenient for him. PSW, Amanda Kamara, was present and confirmed the Tenant's submission.
36. The Tenant requests a conditional order, in the alternative, the Tenant request's 4 months to vacate if an eviction order is issued.
37. The Landlord requests the termination of the tenancy and argues that the Tenant has acknowledged the July 7, 2025 incident. It is evident that AR is afraid of the Tenant and having the Tenant and AR living in the same property poses a real risk of harm for AR. Considering the Tenant's alcohol abuse problem, there is no assurance that the behaviour will not reoccur. The Landlord requests termination of the tenancy, in the alternative, the Landlord requests a conditional order for the remaining term of the lease.

38. Based on the evidence and testimony before me, 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
39. It was undisputed that the incident between the Tenant and AR was an isolated one. No further incidents have taken place between the parties. It was undisputed that the Tenant makes direct maintenance requests to AR which are addressed without issue. I also considered the Tenant's health. It was apparent at the hearing that the Tenant requires oxygen for his daily living and his doctor is near the rental unit, making it convenient for the Tenant to seek medical attention. The Tenant acknowledged that his behaviour towards AR was inappropriate and was apologetic during his testimony. The Tenant testified that he is obtaining counseling to support him with his substance abuse and asserts that his behaviour was a one-time incident. In the circumstances, I find that a conditional order is appropriate. The Landlord's prejudice is reduced by including a section 78 clause.
40. The Landlord requests a conditional order for the remaining term of the lease; however, I find it unreasonable for the Tenant to have a possible eviction hanging over his head for the remaining term of the lease considering that this was a one-time incident. As a result, a 12-month conditional order shall be issued.
41. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenant requests to pay \$40.00 per month until the filing fee is paid in full. The Landlord was not opposed. As a result, a payment plan will be issued.
42. This order contains all the reasons within it no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Effective immediately and for a period of 12 months, the Tenant shall:
 - a) address all concerns in writing with site staff, unless it is an emergency;
 - b) not have direct physical contact with the Resident Manager, Alif Rahman; and
 - c) not engage in behaviour that seriously impairs the safety of any person within the residential complex, such as those listed in the N7 notice of termination, including but not limited to aggressive conduct, and threats, whether real or perceived
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall to the Landlord the amount set out in paragraph 4 according to the following schedule:
 - a) \$40.00 on or before February 20, 2026.
 - b) \$40.00 on or before March 20, 2026;
 - c) \$40.00 on or before April 20, 2026;
 - d) \$40.00 on or before May 20, 2026; and
 - e) \$26.00 on or before June 20, 2026.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Mayra Sawicki
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.