



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Lemieux, 2026 ONLTB 11297

Date: 2026-02-04

File Number: LTB-L-053306-25

In the matter of: 605, 75 DOWLING AVE
TORONTO ON M6K3G7

Between: Toronto Community Housing Corporation Landlord

And

Gregory Lemieux Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory Lemieux (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 26, 2026. The Landlord's legal representative Jathusan Ratnakumaran attended the hearing.

Only the Landlord and the Tenant attended the hearing.

As of 9:36 AM, 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 Tenant must move out of the rental unit on or before February 16, 2026. The Tenant must pay to the Landlord \$733.90, which represents compensation for the use of the unit from July 6, 2025 to January 26, 2026, less any amounts paid by the Tenant. The Tenant must also pay to the Landlord \$3.58 per day for the use of the unit starting January 27,

2026 until the date the Tenant moves out of the unit. The Tenant must also pay to the Landlord \$186.00 for the application filing fee.

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. N6 Notice of Termination

On June 5, 2025, the Landlord gave the Tenant an N6 notice of termination ('N6 notice') deemed served on June 10, 2025. The N6 notice contains the following allegations:

- On May 29, 2025 at approx. 4:48 pm, victim exited the elevator at the 5th floor of the residential complex and was confronted by the Tenant who had pulled out a concealed knife and threatened to kill victim; and
- The Tenant was arrested and charged with Charge 1 – Assault with a Weapon under section 267 (a) of the *Criminal Code*

4. Illegal Act

The Tenant has committed an illegal act in the residential complex on May 29, 2025 by pulling out a knife and it pointing at another tenant and uttering death threats. This act seriously impaired the safety of the other tenant. This illegal act committed by the Tenant negatively impacts the other tenants, occupants, guests, and the Landlord's staff at residential complex by creating an environment where there is a real risk to the impairment of their safety.

Witness#1

5. The Landlord relies on the testimony of Toronto Community Housing ('TCH') Special Constable Rick Ismond ('Mr. Ismond'). Mr. Ismond states that he has held this position since 2005. He referenced a TCH Occurrence Report dated May 29, 2025 ('TCH report') which he authored.
6. Mr. Ismond states on May 29, 2025, a Toronto Community Constable received from a call from another tenant which advised that the Tenant had been arrested for pulling a knife on another tenant. Mr. Ismond states that the TCH constable was advised of the following details regarding the incident that took place at the residential complex.
7. Mr. Ismond read the details of the incident noted within the TCH report into the hearing record. On May 29, 2025 at approximately 17:00 hours, the Tenant and another male tenant got off the elevator on the 5th floor at the residential complex. The Tenant then pulled out a butter knife and was waving it in the other tenant's face while uttering death threats to the tenant. The tenant grabbed the arm of the Tenant which caused the knife to fall to the ground. The Tenant picked up the knife again and advanced toward the other tenant who pushed the Tenant backwards. The tenant then retreated to their unit. The police were called and the Tenant was arrested.
8. The TCH report notes that the attack was without provocation. Mr. Ismond states he is unaware of what charges were laid against the Tenant but states that there were conditions imposed on the Tenant when he returned to the residential complex.

9. Mr. Ismond states the Tenant is a very violent and unpredictable individual who can escalate very quickly. He states the Tenant will follow through with his outbursts and has hit people with his cane in the past.

Witness#2

10. The Landlord relies on the testimony of Toronto Police Constable Andrew Tavares ('PC Tavares'). He testified that at the time of the incident on May 29, 2025, he was assigned to the Criminal Investigations Unit and he was the lead investigator and the case manager for the charges which were laid against the Tenant.
11. Mr. Tavares referenced a Toronto Police General Occurrence Summary Report ('Police report') dated May 29, 2025. The report notes that following the incident on May 29, 2025, the Tenant was charged with Assault with a Weapon pursuant to section 267(a) of the *Criminal Code* and was also charged with Uttering Death Threats pursuant to subsection 264.1(1)(a) of the *Criminal Code*.
12. PC Tavares referenced the Police report which notes a physical altercation occurred between the victim and the accused (the 'Tenant') when the victim was exiting an elevator on the 5th floor of the residential complex. The reports notes that these two individuals are known to each other.
13. The police report further notes that the Tenant pulled out a knife and waved it in close proximity to the victim's face and while pointing the knife at the victim, the Tenant states "I'll kill you". The Police report notes the accused was arrested and was transported for a show cause hearing.
14. PC Tavares states the knife was recovered and states that the incident does not appear to be random because the Tenant and the victim who is another tenant have had connection relating to past incidences that have occurred between them.
15. PC Tavares states the police have concerns for the safety of other tenants in the residential complex due to the Tenant committing an irrational violent act toward another tenant.
16. The Landlord relies on a decision from the Ontario Court of Justice (General Division) *Metropolitan Toronto Housing Authority v. Owusu-Ansah*, [1995] O.J. No. 3864 which relates to the termination of a tenancy due to a tenant being charged with trafficking cocaine. The Judge notes at para 35, "In my view, the well-being of the community as a whole and the tenants in that community takes precedence over the individual's right to ask for relief of forfeiture under these circumstances."
17. The Landlord requests immediate termination of the tenancy and states the Tenant was criminally charged and his unpredictable behaviour makes him dangerous to others.

Analysis

18. I find the uncontested testimony of Mr. Ismond and PC Tavares persuasive. This is because Mr. Ismond authored the TCH report dated May 29, 2025 which was produced for the hearing and outlines the details of the incident that took place on May 29, 2025

between the Tenant and another tenant at the residential complex. Mr. Ismond's testimony aligns with the details provided in the TCH report.

19. I accept PC Tavares testimony that he was the lead investigator and the case manager for the charges which were laid against the Tenant. As such, I accept that he would be familiar with the details of the May 29, 205 incident and he provided the particulars regarding the charges laid against the Tenant as a direct result of this incident. Further, PC Tavares testimony was supported by the Police report dated May 29, 2025, produced for the hearing.
20. In *Metropolitan Toronto Housing Authority v. Owusu-Ansah*, this binding Court decision highlights that the safety of the other tenants is the primary consideration over allowing an offending individual who has been criminally charged and as a result of the charges, this impacts the safety and well-being of the other tenants.
21. I find the Tenant's actions towards another tenant on May 29, 2025 seriously impaired the safety of the other tenant and supports termination of the tenancy. I accept that the Tenant was unprovoked when he decided to pull a knife on another tenant and then threatened to kill them.
22. The Tenant was required to pay the Landlord \$733.90 in daily compensation for use and occupation of the rental unit for the period from July 6, 2025 to January 26, 2026.
23. Based on the monthly rent, the daily compensation is \$3.58. This amount is calculated as follows: $\$109.00 \times 12$, divided by 365 days.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. There is no last month's rent deposit.
26. 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. The Tenant did not attend the hearing. I determined that the Tenant was not provoked when the incident occurred at the residential complex on May 29, 2025 in which the Tenant pulled a knife on another Tenant and then threatened to kill them. This action seriously impaired the safety of the other tenant and also poses a real risk to the impairment of safety of others at the residential complex.

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 February 16, 2026.
2. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 17, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$733.90, which represents compensation for the use of the unit from July 6, 2025 to January 26, 2026, less any amounts paid by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$3.58 per day for the use of the unit starting January 27, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$919.90, less any amounts paid by the Tenant.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 16, 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.