



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-070247-25

In the matter of: 410, 195 FERGUSON AVE N
HAMILTON ON L8L8J1

Between: Wesley Community Homes Inc. Landlord

And

Christopher Kiczula Tenant

Wesley Community Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Kiczula (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 1, 2025.

The Landlord's legal representative, Kimberly Holleran, the Landlord and a witness for the Landlord, Martha Kasperkiewicz attended the hearing.

As of 11:03am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is a one bedroom unit in a seven story residential complex with 72 units.
4. On June 5, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of June 30, 2025. The Tenant voided the first N5 notice.

5. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
6. On July 25, 2025, the Landlord gave the Tenant a second N5 notice of termination with a termination date of August 12, 2025. The notice of termination alleges in part, on June 21, 2025 the Tenant was reported to be threatening a neighboring tenant in the residential complex. July 4, 2025 the Tenant was attempting to gain entry into a neighbouring tenant's rental unit and banging on the door aggressively. Police were called. July 9, 2025 staff detected a strong smell and contacted the fire department and the residential complex was evacuated. The fire department determined no fire but speculated the smell was bear spray. Police were called and determined the Tenant had used bear spray on a fellow tenant. This action has caused fear amongst the other tenants in the residential complex.
7. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
8. The Landlord submitted evidence to support the claims in the application.
9. The July 9, 2025 video evidence shows the Tenant involved in an altercation with another Tenant and appears to spray the other tenant with bear spray.
10. The Landlord agent stated that there are ongoing behaviour issues with the Tenant and other tenants have come forward to express their concerns with their safety.
11. On October 3, 2025 the Landlord received a written complaint from a tenant regarding the Tenant's conduct. On October 23, 2025 a tenant claimed the Tenant approached them and raised his fist and screamed in their face.
12. The Landlord staff have expressed concern about ongoing conduct from the Tenant.
13. The Landlord agent stated the Landlord is aware the Tenant suffers from mental health issues. The Landlord agent stated that the Tenant has been warned by the Landlord is aware of his actions and was made aware of the hearing.
14. The Landlord has on site support program staff who employ community support and life skills focusing on issue resolution. The Landlord has attempted to engage the Tenant on a weekly basis in an attempt to preserve the tenancy and help the Tenant with his issues but the Tenant refuses to participate in the program.
15. The Landlord is seeking a standard order for eviction.
16. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application and the Landlord's request for eviction is granted.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Relief from eviction

19. The Landlord's legal representative stated the Landlord is a social housing provider and the Tenant has no children or other occupant living in the rental unit. The Tenant does not have any physical medical conditions or rely on any medical devices for his health.
20. As stated above the Tenant suffers from mental health issues.
21. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the tenancy is not viable.
22. Given the Tenant did not attend the hearing to provide submissions for my consideration to delay or deny the eviction, in determining an eviction date I considered the decision by the Divisional Court in *Joseph v. Toronto Community Housing Corporation*, 2013 ONSC 413, where the Divisional Court held that:

“In particular, the Board considered the well-being of the community as a whole and the tenants in that community take precedence over the individual's rights to ask for relief from forfeiture in the circumstances. The Board was entitled to so conclude (see *Metropolitan Housing Authority v. Owusu-Ansah*, [1995] O.J. No. 3864)”
23. In my view the Tenant's ongoing actions and his unwillingness to participate in the support offered by the Landlord continues to affect the other tenants in the residential complex.
24. Given the above I am granting the Landlord the request for a standard eviction order.
25. 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.
26. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
27. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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.

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 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 5, 2026
Date Issued

Greg Brocanier
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 17, 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.