



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098128-25

In the matter of: 417, 300 DUFFERIN ST
TORONTO ON M6K3E5

Between: Toronto Community Housing Corporation Landlord

And

William Borden Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict William Borden (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 January 5, 2026.

The Landlord's agent, Camille Abraham, and the Tenant attended the hearing. The Landlord was represented by Laura MacPhee. The Tenant was represented by Kyle Brooks.

Also in attendance were the Landlord's witnesses, Jason Imineo and Amanda Woodhouse.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant is terminated on February 28, 2026.
2. By way of background this tenancy began thirteen years ago. The lawful monthly rent is \$139.00 and is due on the first of each month. The residential complex is a 7-storey

apartment building attached to a housing complex, housing 144 units of which 70 units are subsidized.

3. The Tenant was in possession of the rental unit on the date the application was filed and continued to be in possession as of the hearing date.

Termination of the tenancy

4. On November 14, 2025, the Landlord gave the Tenant a N6 and N7 notices of termination with a termination date of December 14, 2025 based on an incident that took place on October 30, 2025.
5. At the hearing, the Landlord's witness, JI, who was the victim of this incident and employed by the Landlord for ten years testified that he attended the rental unit to provide documentation and information about the relocation process; when he arrived at the Tenant's unit, he found the door to be open, loud music was being played and when he looked inside, the Tenant was standing at the other end of the unit with a bow and arrow in the launch position.
6. JI recalls the Tenant proceeded to launch the arrow which hit the wall beside him. JI testified that at this point, he backed away from the unit with another staff member and went to the office to report the incident to the police who attended the premises and arrested the Tenant.
7. JI testified that since this incident, he did not feel safe or comfortable in attending the premises or being around the Tenant. He further testified that this was not his first encounter with the Tenant.

Tenant's Request for Relief

8. The Tenant testified that he did not intend to hurt anyone with the bow and arrow but that he was practicing his aim and had already shot the wall three times before hearing JI approach his unit. He confirmed he was arrested 20 minutes after the incident, was charged with assault with weapon and released on bail.
9. The Tenant submits the Landlord had no reason to come speak with him because he had directed them to speak to his cousin, Chanelle who he wanted to be the intermediary between the parties since the Tenant suffered from mental health and physical health illnesses.
10. The Tenant submits he has resided in the unit for a long time, is 50 years old, has no other place to go and has a modest but limited income. He submits there is a real risk for homelessness if eviction is granted. The Tenant also spoke to his physical ailments and the impact of losing stable housing. The Tenant submits a conditional order would be most appropriate and was agreeable to abide by them.

ANALYSIS

11. 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:**

- (i) **the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;**
- (ii) **a foreseeable act or omission that could result in or may result in a serious impairment to safety; and**
- (iii) **extremely loud and intense arguments could easily result in violence and would be a safety hazard.**

[Emphasis added.]

12. In the case before me, while there was no actual injury sustained by anyone, there was a serious risk for an injury to occur that would have a catastrophic affect on the Landlord's employee who attended the premises to do his job and could seriously impair their safety.

13. Based on the evidence before the Board, I am satisfied that the Tenant has committed an illegal act in the rental unit and residential complex by shooting an arrow towards the Landlord's staff attending his unit. I say this based on the Tenant's own admission that he was doing target practice and that he heard the Landlord's employee come to his unit. While the Tenant states that he directed the Landlord to communicate with his cousin, I find the evidence is insufficient to establish this to be a direction or authorization for ongoing communication. This behaviour impacts the character of the premises as

14. With respect to the impact on the character of the premises, the Courts have said:

To justify termination of a tenancy for an illegal act, the illegal act must be serious. Trivial illegality does not warrant termination. Unless the offence has the potential to affect the character of the premises or disturb the reasonable enjoyment of the landlord or other tenants, eviction would not be warranted: *Samuel Property Management v. Nicholson*, 2002 CanLII 45065 (ON CA), para 28.

15. I find that assaulting the Landlord's employee, in an unprovoked manner, is a serious illegal act that can impact the character of the premises particularly where the demographics constitute a vulnerable population and disturbs the reasonable enjoyment of the landlord and other tenants. In this case, the evidence before me was, after the incident, the relocation office was shut down at this building requiring tenants and staff to travel further to access the next onsite office.

16. I am also satisfied that the Tenant has seriously impaired the safety of JI by shooting the arrow towards him when he attended his unit. I am satisfied that this conduct occurred in the residential complex.

17. Having found the Tenant's conduct on October 30, 2025 to constitute an illegal act and a serious impairment of safety, the next question before me is whether relief from eviction is warranted under the circumstances?
18. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated "To put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
19. The Tenant's representative submitted several LTB cases that are not binding on me but where the Board exercised relief from eviction despite making a finding of a serious impairment of safety. I am not persuaded by these cases as I find the Tenant's conduct here, although he says was not deliberate, does not mirror what a reasonable person would do. I say this because the Tenant confirmed he heard the Landlord's employee coming when he took the shot which landed next to JI on the wall. A reasonable person knows or ought to know that taking shots in the hallway could seriously impair the safety of anyone walking by. A reasonable person would stop their shot once they hear someone coming even if they do not pass by their unit.
20. Further, the Landlord's evidence was, after the incident, the Tenant continued to engage in hostile behaviour threatening staff and yelling racial slurs towards them on November 18, 21, and 25, 2025 – while the Tenant downplayed these incidents he confirmed them to be true.
21. The role of the Landlord's staff is to manage the premises and so if a tenant chooses to engage in this type of conduct particularly where it is unwarranted, how can I find the Tenant is able to continue their tenancy in these circumstances?
22. Given the above, I do not find a conditional order to be appropriate under the circumstances and must turn my mind to when the tenancy should be terminated.
23. The Tenant seeks a delay in eviction of as much time as possible or six months so that he can pack his home of over a decade and find affordable housing. The Landlord is not agreeable to any delay and seeks expedited eviction.
24. Given the nature of the conduct and balancing that with the Tenant's personal, health, financial circumstances, as well as considering the ongoing incidents and their severity, I find a short delay is warranted.
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 not be unfair to **postpone the eviction until February 28, 2026**, pursuant to subsection 83(1)(b) of the Act.

Daily compensation, NSF charges, rent deposit

26. The Tenant was required to pay the Landlord \$100.54 in daily compensation for use and occupation of the rental unit for the period from December 15, 2025 to January 5, 2026.

27. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: $\$139.00 \times 12$, divided by 365 days.
28. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
29. There is no last month's rent deposit.
30. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.
4. The Tenant shall pay to the Landlord \$100.54, which represents compensation for the use of the unit from December 15, 2025 to January 5, 2026.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$286.54.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 12, 2026
Date Issued

Sonia Anwar-Ali
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 September 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.