



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093270-25

In the matter of: 301, 201 RAVENWOOD AVE
THUNDER BAY ON P7B5N5

Between: TBDSSAB Housing Programs Landlord

and

Alfred Wanzuk Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Alfred Wanzuk (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 February 9, 2026.

The Landlord's legal representative Jennifer Fenton and the Tenant attended the hearing.

Determinations:

1. The Landlord applies for termination based on notices of termination given under sections 61 and 66 of the *Residential Tenancies Act, 2006* (the 'Act') alleging the Tenant, or someone permitted into the residential complex by the Tenant, committed an illegal act and seriously impaired the safety of another person. The allegations are particularized as follows:
 - On October 7, 2025, the Tenant admitted four persons into the residential complex and accompanied them to the rental unit where those persons stabbed a person with a knife and robbed him.

2. The Tenant did not deny the events occurred as set out in the notices of termination but denied any responsibility, stating he did not know, and could not have known, that the persons he admitted into the residential complex would go on to commit any offence or otherwise impair anyone's safety. He explained that he had been compelled to admit those persons because they had threatened him with violence if he did not cooperate.
3. Permission, like consent, involves a state of mind. I find the facts admitted by the Tenant sufficient to allow the inference that he knew, or was reckless, or willfully blind, to the danger posed by the persons he admitted into the residential complex and the risk that they would commit an illegal act or seriously impair someone's safety in the residential complex.
4. I find the application must be granted because the Landlord has proven the grounds set out in the notices of termination on a balance of probabilities. The illegal acts committed by the persons admitted into the residential complex by the Tenant are not trivial but have the potential to affect the character of the premises and the reasonable enjoyment of other residents. The acts of the Tenant and the persons he admitted into the residential complex have also seriously impaired the safety of the person who was stabbed.
5. The Tenant requested relief from eviction stating that no other disturbances have occurred in the rental unit and that he has dissociated himself from the persons who had commandeered his rental unit. He was unable to say when he succeeded in doing so but acknowledged that he was in communication with one of the persons involved as of the week prior to the hearing. The Landlord's circumstances include its legal duty to provide safe housing for all residents of this multi-unit complex.
6. I find that refusing eviction or a remedial order would be unfair in light of all the circumstances because there was insufficient reassurance that the offending conduct will not recur but a delay of eviction is warranted recognizing the Tenant will require additional time to find other housing because he is ill and of modest means.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until March 14, 2026 pursuant to subsection 83(1)(b) of the Act.
8. The Tenant was required to pay the Landlord \$443.61 in daily compensation for use and occupation of the rental unit for the period from November 9, 2025 to February 9, 2026.
9. Based on the monthly rent, the daily compensation is \$4.77. This amount is calculated as follows: \$145.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

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 March 14, 2026.

2. If the unit is not vacated on or before March 14, 2026, then starting March 15, 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 15, 2026.
4. The Tenant shall pay to the Landlord \$443.61, which represents compensation for the use of the unit from November 9, 2025 to February 9, 2026.
5. The Tenant shall also pay the Landlord compensation of \$4.77 per day for the use of the unit starting February 10, 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 \$629.61.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026
Date Issued

Nersi Makki
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 15, 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.

