



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086921-25

In the matter of: 1755 VINCENT MASSEY
CORNWALL ON K6H 5R6

Between: Heritage Suites Retirement Landlord

and

Micheline Major Tenant

Heritage Suites Retirement (the 'Landlord') applied for an order to terminate the tenancy and evict Micheline Major (the 'Tenant') because 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.

This application was heard by videoconference on February 4, 2026.

The Landlord's agents Amanda Marion and Carol Ann Breedyk, the Tenant and her counsel Amber Miller attended the hearing. The Landlord called Jodi Lee Cameron to testify.

Determinations:

1. The Landlord applies to evict the Tenant based on a notice of termination given under section 66 of the *Residential Tenancies Act, 2006* (the 'Act') alleging the following acts of the Tenant have seriously impaired the safety of another person because:
 - On July 7, 2025, the Tenant barricaded the door of her rental unit to prevent entry by the Landlord's staff.
 - On September 22, 2025, the Tenant left a voicemail falsely alleging the Landlord's staff abused her and threatening to report the abuse to the authorities.
 - On September 29, 2025, the Tenant threw a garbage bag containing items at her roommate in anger.
2. To succeed on the application, the Landlord must prove the facts alleged in the notice of termination on a balance of probabilities and also show that those acts seriously impair the safety of another person. Impairment of safety includes both actual impairment and a real

risk of impairment.¹ Therefore the Landlord does not need to prove that anyone was injured. The grounds can be proven by showing the Tenant's acts or omissions pose the risk of a substantial risk of a negative effect on a person's well-being or may result in a serious impairment to safety.²

3. Section 66 of the Act does not contain a mental component. That means the Landlord does not have to prove that the Tenant was at fault; it is enough to prove that the acts or omissions of the Tenant seriously impair or have seriously impaired the safety of any person.³ But minor or insignificant conduct will not meet the test. Eviction through the section 66 process is reserved for situations involving weighty, grave or momentous conduct.⁴
4. For reasons that follow, I find the grounds for termination proven on a balance of probabilities.
5. The Tenant agreed that on July 7, 2025, she barricaded the door of her rental unit to prevent entry by the Landlord's staff because she had valuables in her room. I find this conduct seriously impaired the safety of the residents because the Landlord's staff require unimpeded access to the rental unit in order to carry out their duties, including safety checks and responding to emergencies. Blocking egress also risks serious impairment of safety in an emergency.
6. The Landlord played a recording of the voicemail the Tenant left on September 22, 2025 in which the Tenant protests the inequity of being characterized as the aggressor when she had intervened in response to what she perceived to be inappropriate conduct by one resident towards another. In that context, the Tenant added that if she wanted to hurt someone, she would. The Tenant conceded that she left this message but explained her meaning was that she would only hurt someone if she were truly inclined, but she wasn't. In testimony, the Tenant confirmed that she pushed a staff member during the incident.
7. While one may not necessarily characterize this message as a threat, I accept the Landlord's position that it is conduct that creates a real risk of seriously impairing the safety of another person. The Tenant's unambiguous statement that she would hurt someone if she had a mind to, in combination with the fact that she had pushed a staff member staff makes their concerns about their safety entirely reasonable in the circumstances. Threatening behaviour that causes fear is sufficient to create the risk of a serious impairment of safety.⁵ I find this ground for termination has been proven on a balance of probabilities.
8. The allegations of assault against the Landlord's nursing staff stem from when they lifted the Tenant after she had fallen. I accept the testimony of the Landlord's witnesses and find that they had not in fact assaulted the Tenant as she alleged. The practical effect of the Tenant's false accusation has been that Landlord's nursing staff no longer feel comfortable lifting her off the floor when she falls for fear that the Tenant will lodge further

¹ *Musse v. 6965083 Canada Inc.*, 2021 ONSC 1085 at para. 42 (Div. Ct.). *Gorscak v. Jarzabek*, 2025 ONSC 4855 at para. 16 (Div. Ct.).

² *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 at para. 17 (Div. Ct.).

³ *Harris v. Toronto Community Housing Corp.*, 2009 CanLII 34989 at para. 18 (Div. Ct.).

⁴ *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264 at para. 12 (Div. Ct.).

⁵ *Taghva v. MLYM Inc.*, 2026 ONSC 401 at para. 9 (Div. Ct.).

false accusations against them. I find their fears are valid. Accusations of this nature are not trivial. They can expose the nurses—and the Landlord—to criminal, civil, and professional liability. The result is that the Landlord must enlist assistance from EMS whenever the Tenant falls which I was told is not infrequent. This causes delays and strains resources. I find this conduct has the potential to seriously impair the safety of the persons in the residential complex, including the Tenant herself. The Tenant's false accusation of assault against the Landlord's nursing staff means that they cannot carry out their duties which include assisting residents who have fallen.

9. The incident of September 29, 2025 was precipitated by the fact that the Tenant apparently objected to having a new resident assigned to her shared accommodation. Although the Tenant denied anything happened on this particular date, she allowed that she had at some point struck her roommate because that person had been domineering and demanding over how their shared room should be organized. I accept the testimony of the Landlord's witnesses and find on a balance of probabilities that the Tenant did strike her roommate with a bag. I further find the incident was not trivial. Violence of this nature carries the very real risk of seriously impairing the safety of members of this vulnerable community.
10. The Tenant outlined her circumstances—she is elderly, infirm and of modest means—and requested relief from eviction. She submitted that refusing eviction would not be unfair. In the alternative, the Tenant requested a remedial order or a lengthy delay of eviction.
11. The Landlord's circumstances include the fact that it has a legal obligation to provide safe housing for all the vulnerable residents of this residential complex and a safe work environment for its staff. It has reporting obligations under the *Nursing Homes Act* which means it must alert police every time there is an incident involving the residents. The Tenant's conduct necessitates frequent police attendances which is disruptive to the Landlord's operations and a needless drain on its limited resources.
12. The Tenant also admitted a further voicemail from October 31, 2025 in where she is recorded threatening the Landlord's agent and her family. The threat in this recording is unambiguous and alarming. The Tenant said she acted out of anger and expressed contrition. She has no intention of acting on her threat.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and the values enshrined in the *Human Rights Code*, 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 204(1) of the Act. An order will issue requiring the Tenant to refrain from repeating the conduct that impairs the safety of persons in the residential complex in default whereof the Landlord can apply for termination of the tenancy without further notice to the Tenant.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. During the period February 24, 2026 to February 23, 2027, the Tenant shall not commit any act or omission in the residential complex that seriously impairs the safety of any person including:
 - (a) Impeding access to the rental unit;
 - (b) Making false accusations against anyone including the Landlord's staff; and
 - (c) Striking any person.
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 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 April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

February 23, 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.