



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-004341-26

In the matter of: 1015, 285 SHUTER ST
TORONTO ON M5A1W5

Between: Toronto Community Housing Corporation Landlord

And

Wilfredo Fulgencio Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Wilfredo Fulgencio (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 24, 2026.

The Landlord's Legal Representative, Travis King attended the hearing. Tanishia Allen, the Landlords, Manager of Tenancy Relations also attended the hearing.

Witnesses for the Landlord Sean Glover, Steven Hollaway and Jordan Doswell attended the hearing.

As of 10:24 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant is not in arrears of rent, and the lawful monthly rent is paid up until February 28, 2026.
4. The Landlord is not holding a Last Month Rent Deposit.
5. 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.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

N6 Notice of Termination

7. On January 2, 2026, the Landlord gave the Tenant an N6 notice of termination by Xpress Post deemed served on January 7, 2026. The notice of termination contains the allegation the Tenant has committed an illegal act by assaulting his dog, pulling a knife on a Special Constable and carrying a concealed weapon.

N7 Notice of Termination

8. On January 2, 2026, the Landlord gave the Tenant an N7 notice of termination by Xpress Post, deemed served on January 7, 2026. The notice of termination contains the allegation the Tenant has impaired the safety of another person in the residential complex by assaulting his dog, pulling a knife on a Special Constable and carrying a concealed weapon.

Landlord's Uncontested Evidence

9. Tanishia Allen testified she is the Manager of Tenancy Relations and has been employed by the Landlord since 2013.
10. She deals with many aspects of tenancies including but not limited to leases, rents, assisting Tenants and handling arrears.
11. She testified the residential complex consists of 300 rental units and houses many vulnerable tenants.
12. She testified any violence in the residential complex is an immediate request for an eviction as they have an obligation to keep staff and other tenants safe.

Landlord's Witness- Sean Glover

13. Sean Glover testified he is a Special Constable with Toronto Community Housing and has been employed as such for approximately four years.
14. He testified some of his job duties included patrols of the building, calls of service, parking enforcement and the safety and well being of all tenants.
15. He testified he is familiar with the Tenant as he had an unfortunate interaction with him.
16. He testified there was an assault that took place on November 16, 2025, which resulted in an Occurrence Report being submitted. DOC-7357947, Pages 4-10.
17. He testified on November 16, 2025, he heard a call on the radio alleging that someone was abusing a dog in the laundry room of the residential complex. He testified there was another officer that was going to be attending the call, so he looked at the surveillance cameras to see what was happening and he observed a male pick up a book and two hands hit the dog with the book.
18. He testified that himself and two other Special Constables attended the laundry room together and attempted to speak to the Tenant. The Tenant was asked what happened with his dog and stated "nothing". The Special Constables explained to the Tenant that he was seen on video surveillance hitting his dog.
19. One of the Special Constables went to obtain a dog leash so they could secure the dog on a leash as they were unsure if the dog was friendly and if the dog may get aggressive with them. The Tenant became irritated and started yelling "don't touch my dog, or you will pay for it".
20. He testified that a fight then broke out and the Special Constables were trying to restrain the Tenant by putting him to the ground and during this time the Tenant was reaching for a knife that they believe was on his waistband, and it was then determined that he was also in possession of a second knife in his hoodie.
21. The Tenant was instructed to stop resisting the Special Constables and refused to do so which resulted in them having to use a substance similar to pepper spray.
22. He testified that the Tenant was arrested and charged with the following charges under the criminal code: DOC-7357947, Page 7.
 - a) Criminal Code s. 270.01 (1) (a) Adult assault a peace officer with a weapon x 3
 - b) Criminal Code s. 90(1) Carry Concealed Weapon
 - c) Criminal Code s. 88 (1) Weapons Dangerous
 - d) Criminal Code s. 445.1(1)(a) Adult cruelty to animals – unnecessary pain, suffering or injury
23. He testified that conditions were put on the Tenant by the Toronto Police as well as the Special Constables.

24. He testified that none of the Special Constables were physically hurt, however one Special Constable had an overspray from the pepper spray which resulted in him falling and hitting his head, however, he refused medical assistance.
25. He testified the crimes the Tenant has committed are serious crimes under the Criminal Code.

Landlord's Witness- Jordan Doswell

26. Jordan Doswell testified he is a Special Constable with Toronto Community Housing.
27. He testified he recalls the events from November 16, 2025.
28. He testified they received a call for service as another tenant had witnessed the Tenant hitting his dog with a closed fist and book. They reviewed the video surveillance cameras first and then attended the laundry room with a leash for the dog as the dog was unleashed.
29. He testified he told the Tenant that he was required to put a leash on the dog as he was uncertain as to whether the dog was aggressive.
30. The Tenant was instructed that he was going to be placed under arrest, the Tenant then lunged toward one of the Constables and they all got into a wrestling match and the Tenant was put to the ground by the Constables.
31. He testified the Tenant pulled out a 6-inch fixed blade kitchen knife in his right hand and he was able to remove it from the Tenants hand and throw it across the room.
32. He testified the Tenant then started to reach into his hoodie and he was concerned of another knife, and at that time pepper spray was used as the Tenant was still resisting and the pepper spray was effective, and the Tenant stopped resisting.
33. He testified during their search of the Tenant; they found another 6-inch pocketknife in the Tenants possession. This type of knife could be folded and secured but when found on the Tenant it was extended into place.
34. He testified Toronto Police then arrived on the scene, and the Tenant was sent to the hospital and once cleared was sent to 51 Division.
35. The Landlord's Legal Representative provided videos showing the occurrence from November 16, 2026, as follows:

DOC-7357851, time stamp 1:30, that shows the Tenant striking a dog with a book using two hands and force.

DOC-7357888, time stamp 3:30, showing that three Special Constables arrived in the laundry room to speak to the Tenant. This video shows the physical altercation between the Tenant and the Special Constables.

DOC-7357912, time stamp 3:30 and 4:45, this video is from another angle showing the tenant striking the dog with a book.

DOC-7357934- time stamp 3:30, this video is another angle showing that three Special Constable arrived in the laundry room to speak to the Tenant. This video shows the physical altercation between the Tenant and the Special Constables.

Analysis

36. I am persuaded by the Landlord's witnesses uncontested testimony and the uncontested evidence of the Landlord that the Tenant has committed an illegal act.
37. Section 61(1) of the Act states that "A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex." Landlord and Tenant Board Guideline 9 includes the following discussion of illegal acts:

The term "illegal" is not defined in the RTA but would include a serious violation of a federal, provincial or municipal law. If the illegality is trivial or technical, the act or business or occupation might not be considered serious enough to warrant eviction. An illegal act will be serious if it has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants. The seriousness of this ground can be seen in the fact that there is no opportunity in section 61 for the tenant to avoid termination by rectifying the illegal act.

38. I am persuaded by the Landlord's uncontested evidence that the Tenant has committed an illegal act as the Tenant pulled a knife on a Special Constable and also had a second knife concealed on his person.
39. I am also persuaded by the Landlord's uncontested evidence that the Tenant has committed an illegal act by hitting his dog with force with a book, and I find this to be a serious violation of a federal, provincial or municipal law.
40. I am persuaded by the Landlord's witnesses uncontested testimony and the uncontested evidence of the Landlord that the Tenant has impaired the safety of another person.
41. Section 66 of the Act states:
- 66 (1) A landlord may give a tenant notice of termination of the tenancy if,
(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
(b) the act or omission occurs in the residential complex.

42. With respect to subsection 66(1) of the Act, the Divisional Court's decisions in *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII) and *Musse v. 6965083 Canada Inc.*, 2021 ONSC 1085 (CanLII) confirm that serious impairment of safety includes both actual impairment and a real risk of impairment.
43. I find that the Tenant seriously impaired the safety of another person by pulling a knife at the Special Constable and having another concealed weapon on his person. While I accept that there were no physical injuries because of this, the outcome could have been very different if the Special Constable was not able to grab the knife and toss it away and restrain the Tenant preventing him from pulling the second knife on the Officers. This could have resulted in serious or injury or death.
44. While I accept the Tenant forcefully hit his dog with a book, I do not consider the Tenant seriously impaired the safety of another person. Section 66 specifically states the impairment of "any person". While the evidence establishes that the Tenant struck his dog, the Boards jurisdiction is limited to assessing the impact of the conduct on the safety of persons. I find that an animal, including a dog does not fall under the statutory definition of a person.

Relief from Eviction

45. 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 Landlord did not have any knowledge of the Tenant's personal circumstances. The Tenant was not present at the hearing to provide any circumstances and there is otherwise no evidence in the record before me suggesting that the eviction ought to be refused or postponed.

Expedited Eviction and Enforcement

46. The Landlord's Legal Representative seeks an order directing the Sheriff to expedite the enforcement of this order. He states that due to the serious nature of the behaviour of the Tenant, other tenants fear for their safety at the residential complex and the Landlord has an obligation to keep other tenants and their staff safe. This is also a residential complex with vulnerable tenants. If this type of conduct was to happen again someone could be seriously injured or killed.
47. The Landlord's Legal Representative also requests an expedited eviction less than the 11 days.
48. Section 84 of the Act states:

84 Subject to clause 83 (1) (b), the Board shall, in an order made under section 69 based on a notice given under subsection 61 (1) that involves an illegal act, trade, business or occupation described in clause 61 (2) (a) or based on a notice given

under section 63, 65 or 66, request that the sheriff expedite the enforcement of the order. 2006, c. 17, s. 84.

49. I am satisfied that it is appropriate to request the Sheriff to expedite the eviction pursuant to section 84 of the Act.

50. Although I would have the jurisdiction to order an earlier termination date than the minimum 11 days, I do not find it appropriate to do so. I consider eleven days is the minimum time needed for a tenant to receive an order, read it, and make arrangements to vacate. It is a short timeframe, and it would not be appropriate to shorten it further.

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 13, 2026.
2. If the unit is not vacated on or before March 13, 2026, then starting March 14, 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 14, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting March 1, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026, at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Trish Carson

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 14, 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.