



Order under Section 69 Residential Tenancies Act, 2006

Citation: Peel Housing Corporation o/a Peel Living v Johnson, 2026 ONLTB 18235

Date: 2026-03-02

File Number: LTB-L-003441-26

In the matter of: 418, 200 MISSINNIHE WAY
MISSISSAUGA ON L5H0B1

Between: Peel Housing Corporation o/a Peel Living Landlord

And

Azanya Johnson Tenant

Peel Housing Corporation o/a Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Azanya Johnson (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, Jennifer Bruce attended the hearing. Colette Munroe and Nicole McClughan, Employees of the Landlord attended the hearing. Witnesses for the Landlord, Firoz Pallithodi, Renee Robertson and Alicia Riley also attended the hearing.

The Tenant's Legal Representative, Apolonio Apunter and the Tenant attended the hearing.

Preliminary Issue:

1. Both the Landlord's Legal Representative and Tenant's Legal Representative have submitted late evidence to the Board and each other and were not in compliance with Rule 19 of the Rules of Procedure.

2. Both Legal Representatives consented to accept the late disclosed evidence from each other.
3. I provided them an opportunity to have the matter stood down to allow them both additional time to review the evidence, which they both declined.
4. The Tenant's Legal Representative asserts that the Landlord's Legal Representative has provided evidence that is not related to the allegations on the N6 and N7 notice. He asserts this is prejudicial to the Tenant as introducing new allegations is unfair and the Landlord could issue a new notice of termination for these allegations if they chose to do so.
5. The Landlord's Legal Representative asserts these issues are being brought forward to show what the Tenant's behaviour has been since the N6 and N7 was served to the Tenant.
6. At the hearing, I heard about the ongoing issues of the Tenants behaviour since the N6 and N7 were served. The allegations that were heard were as follows.
 - a) December 31, 2025- Tenant threw a shoe at a young child.
 - b) January 6, 2026, Tenant told another tenant to "get the f**k out of my way or you will be sorry".
 - c) January 7, 2026, told another tenant to "get the f**k out of her way and struck her with a cart.
 - d) January 9, 2026, Tenant was kicking the door of the management office.
 - e) Friday February 21, 2026- Tenant kept opening and slamming her door and screaming for approximately 10 minutes.
7. While I heard submissions about the above allegations at the hearing regarding the Tenants ongoing behaviour since the N6 and N7 was served I am only considering the allegations that are related to the same type of behaviour on the N6 and N7 notice being a physical assault.
8. Therefore, I will only consider the allegations from Paragraph 6(a and c) in relation to the Tenants ongoing behaviour as they are related to an assault as it is alleged the Tenant threw a shoe at a young child and hit another tenant with her cart.
9. I will not be considering the allegations from Paragraph 6 (b, d-e), and these are unrelated to a physical assault.
10. This application is not an opportunity to introduce new unrelated grounds. The Landlord may serve a notice of termination if they chose to do so.

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 Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

N6 Notice of Termination

4. On December 23, 2025, the Landlord gave the Tenant an N6 notice of termination by Xpress Post deemed served on December 28, 2025. The notice of termination contains the allegations the Tenant has committed an illegal act by physically assaulting the Building Superintendent.

N7 Notice of Termination

5. On December 23, 2025, the Landlord gave the Tenant an N7 notice of termination by Xpress Post deemed served on December 28, 2025. The notice of termination contains the allegation the Tenant has impaired the safety of another person in the residential complex by physically assaulting the Building Superintendent.

Landlord's Evidence

6. The Landlord's witness, Firoz Pallithodi testified that he is the Building Superintendent and has been employed as such for approximately 3 years.
7. He testified he knows the Tenant and recognizes her when he sees her in the building but does not know her well.
8. He testified that on November 17, 2025, he was posting notices at the residential complex for fire alarm testing. He testified that when the elevator reached the fourth floor, as soon as he stepped out and turned left, he saw the Tenant running toward him, she punched him and then pushed him to the ground.
9. He testified when the Tenant punched him it was under his chin, close to his chest and shoulder.
10. He testified after this happened he was on the ground and was in shock, once he got up, he left the location immediately and took the stairs. He states that as he was leaving the Tenant was yelling at him that he was a mother fu**er and to get the f**ck out of here.
11. He testified he immediately went to the management office and made an incident report.
12. He provided a copy of the occurrence report he generated that describes the incident and a copy of the email to the Landlord where he attached the occurrence report. DOC 7371210, Page 40 and Page 42.

13. He testified after the incident they contacted the Police. The Police attended the residential complex the following morning and questioned him, and he believes they also questioned the Tenant. He states he asked if the Tenant was going to be charged and was told that there was no specific charge. The report states that Police advised both parties to limit where possible avoid all interaction and a safety plan was discussed with the victim. He provided an occurrence report from Peel Regional Police Service, Occurrence # PR250363042, Page 47-50.
14. He testified he tries to avoid the fourth floor now and if he is required to go there, he will have someone attend the floor with him.
15. He testified after the incident a letter was sent to the Tenant on November 21, 2025 about the concerns and giving the Tenant a warning and that this type of issue could result in termination of tenancy. The letter in part reads as follows:

Escalation Steps:

Please be advised that any further incidents of workplace violence or harassment will result in immediate action. Peel Living reserves the right to pursue legal remedies, including but not limited to initiating proceedings to terminate your tenancy under applicable legislation. These measures are necessary to ensure the safety and well-being of our employees and maintain a respectful living environment.

16. He testified he is very devastated from this occurrence and as this occurrence was unprovoked, he feels unsafe at work, especially on the fourth floor where the rental unit is located. He states he worries that he could also run into the Tenant in the common areas of the building and worries that it could happen again. He states the whole occurrence was very traumatic.
17. On cross examination he testified that he would consider a punch to be a closed fist contact.
18. On cross examination, he testified that the contact was not with a closed fist and more like a slap and he believes the Tenant used her right hand.
19. On cross examination he testified the Tenant was approximately one foot away from him when she slapped him.
20. On cross examination, he testified he did not seek medical attention and there was no visible bruising or swelling.
21. On cross examination he stated that the Police were called, and no charges were laid.
22. On cross examination, he testified the incident took place on November 17, 2025.

Tenant's Evidence

23. The Tenant testified that prior to moving into the rental unit she had been homeless since 2019 and was in shelters.
24. She testified she moved into the rental unit in September 2025.
25. She testified that on November 17, 2025, she was walking toward the elevator and before she pressed the button a person stepped out and she was startled, and her immediate reaction was to push the person away from her.
26. She testified that after she pushed the person away from her he fell to the ground, she does not believe that she pushed him hard enough to fall so was surprised when he fell.
27. She testified she did not hit or punch this person.
28. She testified that she suffers from long last issues with a fractured wrist and would not have been physically able to punch the person. She provided a diagnostic report from The Credit Valley Hospital dated October 8, 2012, that shows the Tenant had oblique fractures through the shafts of the third and fourth metacarpal with mild angulation across the fracture site. DOC-7430193.
29. She testified that after she pushed him, he did not apologize for bumping into her and he walked away.
30. She testified that she was not charged because of the occurrence on November 17, 2025, and that nothing similar to this nature has happened again.
31. She testified that she has been on disability since 2019 and is unemployed.
32. She testified when she first moved into the rental unit she was assaulted and started to receive assistance through Victim Services and was provided counselling for this. She states she suffers from Post Traumatic Stress Disorder.
33. She provided a letter from her Social Worker Psychotherapist, Megan MacLean that explains in part the Tenant has been receiving psychotherapy services from her through the Victim Quick Response Program, and through the program has been approved for a total of seventeen sessions, and four of these sessions have been completed. The therapeutic work has focused on processing past trauma and strengthening emotional regulation skills. DOC 7427500, Page 8.
34. The letter further stated that following the incident on November 17, 2025, the Tenant has demonstrated initiative in accessing further support. She has been in contact with loved

ones, her case manager and has registered for group therapy, which will commence the week of February 24, 2026. She also states that she finds the Tenant to be thoughtful, gentle and motivated to improve her mental health and overall, well being. She notes she has been experiencing significant stress related to the possibility of losing her housing, compounded by limited family support and financial resources. In her professional opinion, the Tenant's housing stability is an important factor in supporting her continue mental health treatment and over all recovery. DOC 7427500, Page 8.

35. She also provided a letter from Family Services of York Region dated February 12, 2026, that shows the Tenant received 15 sessions of counselling from May 20, 2025, to November 11, 2025. Family Services York Region provides short term, solution focused counselling services. DOC 7427500, Page 9.
36. The Tenant stated the services of Family Services York Region ended around the time she moved into the rental unit.
37. On cross examination she testified that she would be physically unable to punch anyone due to her injury of her fractured wrist from 2012, and ongoing issues associated with that.
38. On cross examination, she testified when she pushed the person at the elevator, she used two hands.
39. On cross examination, she testified that her counselling is to speak about any issues that she may be experiencing and how to cope and survive after the assault.

Analysis

40. 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.

41. There is no dispute from the parties that the Tenant pushed the Building Superintendent that resulted in him falling to the ground on November 17, 2025. The party's testimony is conflicting on whether or not the Tenant punched or slapped the Building Superintendent.
42. I accept the Tenant had an unfortunate situation of being assaulted and deals with ongoing issues of the assault related to PTSD. I accept that when the Building Superintendent

exited the elevator, the Tenant was startled which resulted in her pushing him and him falling to the floor. I accept this reaction from the Tenant may have been as a result of her assault and her PTSD and being easily startled. While the testimony is conflicting on whether or not the Tenant slapped or punched the Superintendent, even if I found that she didn't, I still find the Tenant has committed an illegal act as the Tenant has used physical force on another person by pushing him to the ground and this is considered assault.

43. 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.

44. 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.

45. I find that the Tenant seriously impaired the safety of another person by using physical force to push the Building Superintendent which resulted in him falling. While I accept although the evidence does not establish that the Building Superintendent sustained physical injury because of the incident, I find that the conduct was inherently dangerous and carried a potential for injury and the outcome could have been different.

Landlords' Evidence- Tenant's Ongoing Behaviour After the N6 and N7 Notice

46. The Landlord's Legal Representative submits that since the time the N6 and N7 were served the Tenants behaviour has continued and there were allegations of the following:

- a) December 31, 2025- Tenant threw a shoe at a young child.
- c) January 7, 2026, told another tenant to "get the f**k out of her way and struck her with a cart.

47. The Landlord's Legal Representative provided a complaint form that tenants can submit when they have complaints. The complaint states that on December 31, 2025, she witnessed a young child in the hallway, and she saw the Tenant throw a shoe at the young child. DOC-7371210, Page 56-57.

48. The Landlord's witness, Alecia Riley stated that she recognized the complaint form, and she prepared it and submitted it to the Landlord.

49. On cross examination, the Landlord's witness, Alecia Riley stated the incident happened sometime after 11:30pm and sometime before midnight.

50. On cross examination she testified the little boy was walking to the garbage chute and the Tenant came out of her unit and threw a shoe at him. She stated once the tenant saw her, she started screaming so she closed her door.
51. The Landlord's witness, Renee Robertson testified she lives at the residential complex in Unit 415.
52. She testified that on December 31, 2025, she had to call the Police as her son was walking to the garbage chute, and the Tenant threw a shoe at him. She testified the Police were called and spoke to everyone. The Police told her that because there were no cameras in the hallways it was her word against her sons, and he had no injuries.
53. She testified that she is concerned and always on edge when passing the Tenants door and does not let her son out in the hallway alone. She states that nothing prompted the incident on December 31, 2025.
54. The Landlord's Legal Representative submits that on January 16, 2026, a tenant that resides in unit 419 submitted a complaint form to the Landlord. Part of the complaint form including an occurrence from January 7, 2026. The complaint form stated the Tenant was walking down the hallway with her cart and said, "get the f**k out of my way or else" and the cart struck the tenant's husband's foot. DOC- 7371210-, Page 61-62

Tenant's Evidence- Tenant's Ongoing Behaviour After the N6 and N7 Notice

55. The Tenant testified that on December 31, 2025, she did not throw a shoe at anyone.
56. The Tenant testified that on January 7, 2026, she did not hit anyone with a cart. The husband and wife were both there in the hallway and the husband kept telling his wife to stop bickering with the Tenant. She stated that one of them did not want to move out of her way and the other one wanted to go about their day.
57. She testified she may have said some inappropriate things but cannot recall, but she did not hit anyone with her cart.
58. She testified that no Police were called for this occurrence and that on the following day one of the tenants apologized to her for the issues between them the day before.

Analysis- Tenant's Ongoing Behaviour After the N6 and N7 Notice

59. I am persuaded by both witnesses of the Landlord that the Tenant threw a shoe at the young boy on December 31, 2025.
60. Regarding the occurrence on January 7, 2026, I am only considering the allegation that the Tenant hit another tenant with her cart as this is related to a physical assault.
61. I am persuaded by the Tenant's testimony that she did not hit the tenant with her cart on this day. While I accept that there was an occurrence report filed by the tenants, the tenants were not at the hearing to provide testimony of the particulars of this occurrence. I

accept the Tenants testimony that the following day one of the tenants apologized to her for the interaction between them.

62. While I accept the Tenant's behaviour of throwing a shoe at a young boy could be considered a physical assault, I accept the Tenants evidence that she is undertaking counselling to address her personal issues which I have considered a mitigating factor.

Relief from eviction

63. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
64. The Tenants source of income is disability, and she is not currently employed.
65. The Tenant was assaulted when she first moved into the rental unit and is receiving ongoing counselling because of this assault and diagnosed with PTSD.
66. She fears if evicted that she would become homeless again and this would add to her mental health issues.
67. The Tenant is currently receiving counselling from a Social Worker Psychotherapist and has undergone four of the seventeen sessions. Since the incident on November 17, 2025, the Tenant has demonstrated initiative in accessing further support. She has been in contact with loved ones, her case manager and has registered for group therapy, which will commence the week of February 24, 2026.
68. I find that if the Tenant was to be evicted that the Tenant would have a difficult time finding a new rental unit based on her income and this may result in the Tenant becoming homeless and having to utilize the shelters which would be detrimental to the Tenants ongoing mental health issues.
69. Given the circumstances, I find that giving the Tenant an opportunity to correct her behavior and preserve her tenancy is fair in the circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - a) The Tenant shall refrain from physically assaulting any tenants, occupants, guests or staff at the residential complex.
2. These conditions will be in place for a one-year from the date of this order.
3. If the Tenant fails to comply with the conditions set out in paragraph 1 (a) 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 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.