



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Oleson v Gower, 2026 ONLTB 18749

Date: 2026-03-05

File Number: LTB-L-038807-24-RV

In the matter of: APARTMENT 1, 1524 KING STREET WEST
TORONTO ON M6K1J6

Between: David Oleson Landlord

And

Issac aka Isaac Gower Tenant

David Oleson (the 'Landlord') applied for an order to terminate the tenancy and evict Issac aka Isaac Gower (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The application was resolved by order LTB-L-038807-24 issued on February 27, 2025.

On March 28, 2025 the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 31, 2025 interim order LTB-L-038807-24-RV-IN was issued, staying the order issued on February 27, 2025.

The request to review was heard on May 15, 2025 and granted by interim review order LTB-L-038807-24-RV-IN2, issued July 10, 2025. The application was directed to be heard *de novo*.

This application was heard *de novo* by videoconference on July 28, 2025, August 15, 2025, October 31, 2025, December 2, 2025, January 23, 2026.

The Landlord and the Landlord's legal representative, Barrington Lue Sang ('BS'), attended the hearing on all of the hearing dates. The Landlord's witnesses, Susan Bock ('SB'), Daniel Oleson ('DO'), and Sahara MacDonald ('SM') attended the hearing on July 28, 2025 and August 15, 2025. The Landlord's witness, Louisa Horner ('LH'), attended the hearing on August 15, 2025. The Tenant attended the hearing on August 15, 2025, October 31, 2025, and January 23, 2025. Arlene Adams ('AA') attended the hearing as the Tenant's agent on July 28, 2025, and as the Tenant's witness on August 15, 2025, October 21, 2025, and January 23, 2026. The Tenant's legal representative, Dominique Goolsarran ('DG'), attended the hearing on all hearing dates, except October 31, 2025 and December 2, 2025. The Tenant's legal representative, Brianna Robinson ('BR'), attended the hearing on October 31, 2025, December 2, 2025, and January 23, 2026. The Tenant's witness, Jesse Solomon ('JS'), attended the hearing on August 15, 2025 and January 23, 2026.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application, however, the Tenant is granted relief from eviction, on conditions.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Notices of Termination

3. On July 29, 2024, the Landlord gave the Tenant an N6 notice of termination ('N6 Notice'). The notice of termination contains the following allegations:
 - a) July 8, 2023: The Tenant was pounding on his walls and shouting, and threatened to use his knife to stab the Landlord's son, DS, at whom the Tenant also directed homophobic slurs. The Tenant also punched holes in the walls of the rental unit and attended the Landlord's door, shirtless, ringing the doorbell and pounding on the front door;
 - b) July 18, 2023: The Landlord, who lives on a property adjoining the residential complex, received a complaint from another tenant of the residential complex about the Tenant shouting and threatening other tenants, and pounding on the walls of the rental unit;
 - c) October 11, 2023: the Tenant threatened to physical harm another tenant of the residential complex and her dog;
 - d) December 11, 2023: the Tenant screamed "fuck you, bitch" at another tenant of the residential complex; and

- e) January 31, 2024: the Tenant kept knocking on the door of another tenant, calling him to come out to start a fight.
4. On July 29, 2024, the Landlord gave the Tenant an N7 notice of termination ('N7 Notice'). The notice of termination contains the same factual allegations contained in the N6 Notice, and the following additional allegations:
- a) On October 9, 2023: the Tenant was yelling and pounding on the walls, and removed the front door of the building, causing damage;
 - b) December 8, 2023: The Tenant was yelling and screaming in the rental unit the entire night. The next day the Tenant approached another tenant of the residential complex in a "threatening manner" and yelled and screamed at the other tenant, causing the other tenant to become fearful;
 - c) February 10, 2024: The Tenant yelled "fuck you, fuck you" from his window;
 - d) March 20, 2024: The Tenant was screaming and pounding on the walls of his unit;
 - e) June 23, 2024: The Landlord discovered the Tenant broke a window pane in the rental unit.

The Law

5. As the Court of Appeal for Ontario has observed, N6 notices of termination alleging illegal acts, given under section 61 of the *Residential Tenancies Act, 2006* (the 'Act'), contain no curative provision, as opposed to notices of termination given under sections 62, 64, or 67 of the Act, which provide the tenant with the opportunity to void the notice of termination.
6. To justify the termination of a tenancy pursuant to a notice of termination alleging an illegal act, the illegal act must therefore be serious. "Trivial illegality does not warrant termination":

"Unless the offence has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants, the landlord in my view does not have the right to evict".

Samuel Property Management Ltd. V. Nicholson, 2002 CanLII 45065 (ON CA), para 29

7. Like notice of termination under section 61 of the Act, N7 notices alleging a serious impairment of safety under section 66 of the Act contain no curative provision. As the explicit wording of the Act states, to warrant termination of a tenancy, an impairment of safety must be serious. The notice period for this type of notice is also short: see s. 66, *Residential Tenancies Act, 2006*.
8. N7 notices are "... reserved for cases involving "weighty, grave, or momentous conduct" involving the actual impairment of safety or a *real risk* of impairment of safety [emphasis in original]: *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264 (CanLII), para 12.

9. A person does not have to have actually been hurt or injured to justify a landlord giving a tenant a notice of termination under section 66, and 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.

Furr v. Courtland Mews Cooperative Housing Inc., 2020 ONSC 1175 (CanLII), para 17

Evidence & Analysis

10. The rental unit is located in a converted semi-detached house containing 6 rental units. There are three floors with two units on each floor. The rental unit is the front unit on the ground floor, close to the main entrance door to the building.
11. The Landlord lives in the other side of the semi-detached house.
12. The Landlord said that his son, DO, received a phone call from the Tenant in which the Tenant threatened DO and directed homophobic slurs at him on July 8, 2023. The Landlord said that the Tenant then came to the Landlord's front door and banged on it, and had also punched holes in the lobby walls. The Landlord said police were called, an ambulance took the Tenant away, and the Tenant did not return to the unit for about 3 months.
13. DO lives with the Landlord, and helps out with repairs around the residential complex.
14. DO said that on this date the Tenant was having a bad day, and for an unknown reason, he phoned DO. He said the Tenant was angry and called DO a "fag" at least twice, said something that sounded like "you're being fucked in the ass", and called him a "Stuart Little motherfucker". DO said the Tenant then threatened to stab him in the stomach with a knife and said DO should come outside to "settle this". The Tenant then began knocking at the door of the Landlord and DO's home.
15. The Landlord said that on July 18, 2023 he received a text message from another tenant complaining about yelling and banging in the rental unit. The Landlord said this other tenant felt unsafe and moved out because of disturbances related to the Tenant 4 or 5 months later.
16. The Landlord said that on October 9, 2023 the Tenant was yelling and screaming, and damaged the front door of the building.

17. The Landlord said that on October 11, 2023 a new tenant who had moved into the building reported that the Tenant threatened to harm her and her dog. The Landlord said he told the Tenant to stop engaging in this type of conduct.
18. SH is another tenant in the building. She moved in around the end of June 2023. She said that in October 2023 there have been ongoing issues in the building caused by the Tenant. She said that one day in October 2023 the Tenant was knocking at her door asking for a cigarette. SH said it was too late, and the Tenant started banging on her door and threatening her and her dog, saying things like "I'll get you and your little dog".
19. The Landlord said that on December 11, 2023, the Tenant went to the same tenant's unit, pounded on her door, and said "fuck you, bitch". The Landlord again warned the Tenant against such conduct.
20. The Landlord said that on January 31, 2024, another tenant of the building complained that the Tenant was yelling, screaming, knocking on the other tenant's door, and wanted to engage in a fight. The other tenant refused to open the door, and police were called. The Landlord said the Tenant was very agitated, and police tried to calm him down.
21. The Landlord said that he heard much of the Tenant's yelling and screaming, despite there being a brick wall separating his side of the semi-detached house from the rental units.
22. The Landlord presented a photo of damage to the front window of the rental unit, taken around July 16, 2024 (DOC-4854045, p. 25). The photo depicts a broken pane of glass, which the Landlord said was discovered a few days after it was broken. The Landlord said he had the window repaired at a cost of \$650.00.
23. AA said that she recalls the inner pane of a double pane window being broken. She said she was present when the window was broken, and that it was broken accidentally while moving furniture. AA said that she was trying to arrange to have the repair paid for through ODSP. They asked for an invoice, but she thought the invoice the Landlord provided was fraudulent so she could not submit it to ODSP. She said she phoned the company identified on the invoice, spoke with the owner, and was told that the work was done on a cash deal, and he did not create or issue the invoice.
24. In reply, the Landlord presented a copy of the invoice (DOC-4854045, p. 26). The Landlord said that once he discovered the broken window, AA said it was broken accidentally. The Landlord said it was hard to find someone to complete such a small job, but he found this company, they made the repair and the Landlord paid in cash. He said this is a receipt for payment, and not an invoice. The Landlord acknowledged that he created the document, but said this was done at the request of the contractor after the Landlord asked for an invoice.
25. AA was the best witness about what happened with the window, and I accept her evidence that this was an accident. I accept that the window was broken due to the negligent conduct of the Tenant or someone visiting him, but I do not find it was willful. This damage was undue before it was beyond normal wear and tear. I also accept that the Landlord paid \$650.00 to repair the window.
26. The Tenant gave evidence, but did not contradict any of the Landlord's evidence, described above. He could not recall most of the incidents.

27. I found each of the Landlord's witnesses to be credible, and I accept their evidence, described above.
28. Although the Landlord was a credible witness, most of the evidence he gave amounted to hearsay, relating to incidents that he did not directly witness. Hearsay evidence is admissible in LTB proceedings, but is normally given less weight given that it is inherently less reliable than evidence from the actual source of the information (i.e. in this case the people who complained to the Landlord).
29. There are at least four potential sources of error when a person gives evidence in a legal proceeding: perception, memory, communication, and sincerity. To diminish the possibility of error, witnesses are normally permitted to give evidence before the LTB on three conditions: "i. personal presence before the trier of fact; ii. under oath or its equivalent; and iii. subject to cross-examination": *Manikan v. Toronto Community Housing Corporation*, 2019 ONSC 2083 (CanLII), para 29.
30. The Landlord bears the burden of proof in this proceeding on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that something happened or a fact is true: *FH v McDougall*, 2008 SCC 53 (CanLII), paras 44-46.
31. I do not find that the Landlord presented sufficient clear, convincing, and cogent evidence to prove the allegations for which the only evidence was hearsay evidence because of the lack of reliability of this evidence. The person or people who allegedly experienced the incidents were not present, did not provide this information to the LTB under oath or solemn affirmation, and were not subject to cross-examination. The Landlord said he hears much of the yelling from his home, but this evidence was not specific, and yelling on its own does not amount to a serious impairment of safety or serious illegal act. Yelling or noise disturbance, on their own, would normally be more appropriately addressed by a(n) N5 notice(s) in accordance with ss. 64 and 68 of the Act.
32. The Landlord did present sufficient clear, convincing, and cogent evidence relative to the July 8, 2023 allegation and the October 11, 2023 allegation, relative to which DO and SH gave evidence, respectively.
33. I find that the Tenant threatened to cause death or bodily harm to DO when the Tenant threatened to stab him on July 8, 2023. This is an illegal act contrary to ss. 264.1(1)(a), *Criminal Code*, RSC 1985 c. 27 ("Uttering Threats"). I find this to be a serious illegal act which would affect the character of the residential complex and the reasonable enjoyment of the landlord and other tenants.
34. Similarly, I find that the Tenant threatened to cause death or bodily harm to SH and to kill or injure her dog when he banged on her door and threatened SH and her dog on October 11, 2023. These are illegal acts contrary to ss. 264.1(1)(a) and 264.1(1)(d) of the *Criminal Code*, RSC 1985 c. 27 ("Uttering Threats"). I find this to be a serious illegal act which would affect the character of the residential complex and the reasonable enjoyment of the landlord and other tenants.
35. Both of these incidents also satisfy the legal test for a serious impairment of the safety of another person in the residential complex, because the Tenant's threats amounted to

conduct with the potential for an outcome that had the risk of a substantial negative effect on the well-being of DO and SH, and these situations could easily have resulted in violence.

36. The evidence of the remaining allegations in the notices of termination was either only hearsay or was not specific to an incident identified in the notices of termination (except the allegation about the broken window, addressed above).
37. The Landlord's application is granted because the Landlord proved on a balance of probabilities that the Tenant engaged in the serious illegal act of uttering threats on July 8, 2023 and October 11, 2023, and the Landlord proved that these incidents amounted to serious impairments of safety to others in the residential complex on those dates.

Relief From Eviction

38. The Tenant suffers from schizophrenia and schizoaffective disorder, and took the position that this condition was a cause of the conduct complained of by the Landlord in this proceeding. Schizophrenia falls within the definition of "disability" in the *Human Rights Code*: ss. 10(1)(d), *Human Rights Code*, RSO 1990, c H.19.
39. Given that the Tenant is a person with a disability, the Landlord is obligated to accommodate the Tenant's disability-related needs to the point of undue hardship: ss. 2(1) & 17, *Human Rights Code*, RSO 1990, c H.19.
40. The obligation to accommodate the Tenant to the point of undue hardship does not, of course, mean that the Landlord must simply allow a situation to continue where the Tenant engages in serious illegal acts and/or seriously impairs the safety of others in the residential complex.
41. The duty to accommodate includes both procedural and substantive components. The procedural aspect of the duty to accommodate requires the party obliged to accommodate a person to "... take steps to understand the [other party's] disability-related needs, and to undertake an individualized investigation of potential accommodation measures to address those needs". The substantive component of the duty requires implementation of the necessary accommodation, provided that it does not amount to undue hardship: *Bechard v. Ontario Lottery and Gaming Corporation*, 2012 HRTO 1761 (CanLII), paras 25-26; *British Columbia (Public Service Employee Relations Commission) v. BCGSEU*, 1999 CanLII 652 (SCC), [1999] 3 S.C.R. 3; and *British Columbia (Superintendent of Motor Vehicles) v. British Columbia (Council of Human Rights)*, 1999 CanLII 646 (SCC), [1999] 3 S.C.R. 868.
42. The Supreme Court has found that it is reasonable, and not ideal, accommodation that is required, and that if a reasonable proposal is declined, then the duty to accommodate by the person obliged to accommodate is discharged: *Central Okanagan School District No. 23 v. Renaud*, 1992 CanLII 81 (SCC); *Babadi v. Advanced Micro Devices Inc.*, 2025 HRTO 1203 (CanLII), para 15.
43. The duty to accommodate is also a collaborative process, which requires the parties to act in a reasonable and cooperative manner. A person seeking accommodation "... must

make his or her need for accommodation known, collaborate in the search for accommodation and accept reasonable proposals”: *Chappell v. Securitas Canada Ltd.*, 2012 HRTO 874 (CanLII), para 27; *Central Okanagan School District No. 23 v. Renaud*, 1992 CanLII 81 (SCC).

44. Subsection 17(2) of the *Human Rights Code* prescribes the three factors to be considered relative to the assessment of undue hardship: cost, outside sources of funding, and health and safety requirements, if any: ss. 17(2)m *Human Rights Code*, RSO, c H.19; *Eagleson Co-operative homes Inc. v. Theberge*, 2006 CanLII 29987 (ON SCDC), para 21.
45. The Landlord said that one tenant moved out of the building because of the Tenant’s conduct. After the former tenant left, the Landlord was concerned about re-renting the unit given the Tenant’s conduct. He eventually did, but the new tenant has experienced issues with the Tenant’s conduct, and the Landlord offered her a lower rent because of this.
46. LH moved into the building in June 2024 and said that she was warned before moving in that there was a tenant in the building who had been causing disturbances.
47. The Landlord said, generally, the Tenant’s conduct had not improved since the notices of termination were issued, and that there is still yelling, screaming, and loud noises from the unit. I note this evidence was given before the Tenant’s hospitalization (see below), and noise disturbances on their own are not generally serious illegal acts and do not seriously impair a person’s safety.
48. The Landlord also described other incidents since the notices of termination were given, including one where the Tenant seemed to be following another tenant around, and one in July 2025 where the Tenant sat in a chair blocking the building entrance, and refused to move when the Landlord asked him to (photo at DOC-6041662, p. 8).
49. LH said that a couple months ago the Tenant, who she had never spoken to, approached her and started apologizing. She said she offered him some cannabis as an “olive branch”, which he accepted, but the next morning he knocked on her door asking for more, and LH told the Tenant to go away. After this, on July 29, 2025, LH said the Tenant glared at her when she was walking her dog. Then on August 9, 2025, when the Tenant was having a break outside at her workplace, she saw the Tenant across the road looking at her. He was still there at the end of LH’s shift, so she went to a friend’s house because she did not want to go home. Around 1:30-2:00 a.m., the Tenant was on her way home, and the Tenant was still there, so she went another way. When she got to the laneway approaching the building, the Tenant was there waiting, so LH left and stayed with her friend. While I understand why this would be unsettling, it is of limited relevance because this did not occur in the residential complex, so the LTB would have no jurisdiction over this incident.
50. There was another incident, on April 1, 2025, where the Tenant was arrested after threatening his guest with a knife. The Landlord presented security camera footage of the arrest in the lobby (DOC-5584799). The Landlord said this incident also involved forcible confinement, because the Tenant would not let his guest leave. SH and LH also both said they were aware of this incident.
51. The Landlord said that other tenants fear for their safety because of the Tenant’s conduct.

52. SH said that the April 1, 2025 incident impacted her because it demonstrated to her that the Tenant was capable of following through with his threats. She said she is not sure she can continue her tenancy if the Tenant remains in the building. LH said that the Tenant's conduct has had a negative effect on her mental health.
53. DO said that since the July 8, 2023 incident, he has felt nervous, and does not want to attend the Tenant's unit or speak to him alone. DO said the April 1, 2025 incident made his fears worse, because he said the other person involved was the Tenant's girlfriend. DO wondered what the Tenant would do to him if the Tenant would do this to someone he presumably cares about.
54. The Landlord said that he has been in touch with the Tenant's mother, AA, to help address the disruption caused by the Tenant. SB is the Landlord's spouse, and said she spoke with AA at the start of the tenancy. She said it was late Summer 2022, and she and the Landlord were looking for a Tenant. The Tenant and AA viewed the unit, and SB said she spoke with the Tenant and his social worker.
55. SB said that the Tenant and AA did not mention at the time that the Tenant suffered from any mental health conditions. She said that she has had many conversations with AA to try to address the issues with the Tenant's conduct, and said that AA has tried, but it has not worked. SB said that she was also previously in touch with the Tenant's social worker, but they had closed their file and it has been at least a year since she had someone to reach out to.
56. SB believes the Tenant is misogynistic and homophobic given some of his comments. She said the Tenant is compliant when police attend, but AA cannot control him. SB said she is terrified and the Tenant's conduct seems to be escalating.
57. This matter was adjourned on both October 31, 2025 and December 2, 2025 for reasons related to the Tenant's mental health. On October 31, 2025, BR informed the LTB that the Tenant had been involuntarily admitted to hospital pursuant to ss. 38(1) of the *Mental Health Act*, RSO199, c H.19 ('MHA'). A copy of the Form 30 under the MHA, dated October 2, 2025 and expiring on November 1, 2025, was submitted by BR. The reasons for admission identified in the Form 30 were that the Tenant was suffering from a mental disorder of a nature or quality that would likely result in serious physical impairment of the Tenant or serious bodily harm to another person, unless the Tenant remained in the custody of a psychiatric facility (DOC-6635014).
58. The Tenant was released from hospital on December 10, 2025 pursuant to the terms of a Community Treatment Order ('CTO') (DOC-7208258, pp. 3-10).
59. AA said that the Tenant was originally prescribed oral medication for his mental health conditions, but that at some point he stopped taking the medication and his symptoms worsened. The Tenant could not remember if he was on his medication during the relevant periods in 2023 and 2024. AA said that when the Tenant does not take his medication, his symptoms are difficult. She said that these symptoms include hearing voices, delusions, seeing things that are not there, paranoia, and anxiety.

60. AA said that when the Landlord was informing her of these issues with the Tenant's conduct, she was transparent with them about the Tenant's mental health condition, and that he may have stopped taking his medication.
61. Presently, the Tenant's medication is given by monthly injection, and it is required by the CTO that he attend his healthcare professional's office to receive these injections.
62. The Tenant said that it is hard to describe how he feels when not taking his medication. He said that he is "emotionally different", and it is easier to process emotions when he is on the medication. He also said that when he takes the medication he feels more secure and put together, and processing his thoughts is easier.
63. When asked, the Tenant said he would continue taking his medication so long as his doctor prescribes it, and acknowledged that he previously stopped taking his medication even though it was prescribed. I note that this is the first time the medication has been required by a CTO. Since he returned to the unit on December 10, 2025, the Tenant said there have not been any incidents, and he has not had much or any interaction with other tenants.
64. JS is a nurse in the outpatient program at the Centre for Addiction and Mental Health ('CAMH').
65. When asked about the allegations against the Tenant from 2023 and 2024, JS said the Tenant has had delusions of other tenants in the building entering his unit without permission. JS said that uttering threats can be an expression of the symptoms of the Tenant's mental health conditions when not taking his medications.
66. JS confirmed that the Tenant had been hospitalized at CAMH for about 3 months, and discharged on December 10, 2025. He said the Tenant had not been taking his medication, and that the medication by monthly injection was restarted.
67. JS believes the CTO will be beneficial for the Tenant and prevent him from deteriorating. It requires that the Tenant take all anti-psychotic medication prescribed by his doctor, and must attend all scheduled appointments with his doctor for psychiatric follow-up and support. The medication is by injection and is administered by the Tenant's health care workers, so there will be certainty as to whether the Tenant is taking his medication. The Tenant is also required to meet with JS pursuant to the CTO (see DOC-7208258, p. 4-5).
68. If the Tenant fails to attend to receive his medication, or refuses it, JS said that a "Form 47" would be issued, police would detain the Tenant and bring him in, and the Tenant's medication would be administered. The Tenant would be assessed and released if he is okay.
69. JS said the Tenant's medication is effective when taken. He said the Tenant does not experience delusions or paranoid thoughts when taking his medication. When the Tenant stops the medication, JS said his condition deteriorates.
70. The Tenant said that eviction would have a big impact on him, and that he did not even want to think about it. AA said that finding other accommodation for the Tenant would be very difficult. She said he faces discrimination relative to a number of characteristics in

addition to his disability, including being a 25-year-old visible minority. AA said the Tenant would be at risk of homelessness.

71. AA said that she is not able to house the Tenant because she lives in a 2-bedroom co-operative housing unit, and already has two other children living with her. She said the co-operative housing corporation will not allow another person to live in her unit.
72. I note that the Landlord did take the position that there was an incident since the Tenant's December 10, 2025 return to the unit. However, at the outset of the January 16, 2026 hearing, BS confirmed the Landlord's evidence was complete. After all of the Tenant's evidence was complete, BS sought to enter this evidence in reply. I did not accept this evidence in reply. The Landlord had the opportunity to present the evidence in direct but chose not to. In any event, I understand that the additional alleged incident was a noise disturbance. It was not an allegation of a serious illegal act or a serious impairment of a person's safety, and so would not have changed my decision.
73. On all of the evidence before me, I find that it is not unfair to grant relief from eviction, on conditions. I come to this conclusion based largely on the CTO that is now in place, effectively compelling the Tenant to take his medication, meet with his doctor regularly for psychiatric care and support, and to meet with JS. I also accept that the Tenant is a vulnerable person who is at risk of homelessness if evicted.
74. When considering the circumstances pursuant to ss 83(1) and (2) of the Act, I must consider whether the disruption to the enjoyment of other tenants can be sufficiently alleviated by a reasonable accommodation of the disabled tenant without undue hardship on the Landlord: *Walmer Developments v. Wolch*, 2003 CanLII 42163 (ON SCDC), para 35.
75. A tenant cannot be evicted for conduct that is directly caused by a disability, if that person's disability-related needs can be accommodated without undue hardship on the Landlord: *Connelly v. Mary Lambert Swale Non-Profit Homes*, 2007 CanLII 52787 (ON SCDC), para 8.
76. In this case, I find that the conduct at issue was, more likely than not, caused by the Tenant's disability. JS said that uttering threats can be an expression of the symptoms of the Tenant's mental health condition. Given the CTO and the Tenant being effectively compelled to continue his medication, I find that the Tenant ought to be given the opportunity to continue the tenancy.
77. The tenancy will continue on the conditions that the Tenant shall not engage in any conduct in the residential complex that seriously impairs the safety of another person, and shall not utter threats contrary to the *Criminal Code* in the residential complex.
78. While the Landlord is not a mental health or supportive housing provider, he is still obliged to accommodate the Tenant to the point of undue hardship, as set out at paragraphs 39-44 above. This may mean discussing the Tenant's disability-related needs with the Tenant, AA, and perhaps JS, what reasonable form of accommodation the Landlord may be able to implement to accommodate those needs, and implementing any accommodation that would not amount to undue hardship. I also note that the Tenant is required to participate in this collaborative accommodation process.

79. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - i. For a period of two (2) years, beginning on March 5, 2026 immediately upon issuance of this order:
 - a) The Tenant shall not engage in any conduct that seriously impairs the safety of any person in the residential complex; and
 - b) The Tenant shall not utter threats of death or bodily harm to any other person in the residential complex, and shall not threaten to kill or injure any animal in the residential complex, contrary to ss. 264.1(1) of the *Criminal Code*, RSC 1985, c. C-46.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.
3. The Tenant shall pay to the Landlord \$650.00, which represents the reasonable costs incurred by the Landlord to repair the window that was damaged by the negligent conduct of the Tenant or someone visiting him.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$836.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.