



Order under Section 69 Residential Tenancies Act, 2006

Citation: Fred Victor Centre v Callaghan, 2026 ONLTB 19529

Date: 2026-03-09

File Number: LTB-L-094812-25

In the matter of: 501, 145 QUEEN ST E
TORONTO ON M5A1S1

Between: Fred Victor Centre Landlord

And

Peter Callaghan Tenant

Fred Victor Centre (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Callaghan (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 11, 2026.

The Landlord's Agent, Vee Guevara, and the Landlord's Witness, Moses Mulwana, attended the hearing

As of 10:00am, 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 and the claim for compensation. Therefore, the tenancy shall

terminate March 14, 2026, and the Tenant shall pay the Landlord \$573.10, less any rent paid since November 25, 2025.

Merits

2. An N6 and N7 notice was served to the Tenant on October 24, 2025. The notices allege that an illegal activity and an impairment of safety occurred on September 4, 2025, when the Tenant stabbed and further assaulted another person at the residential complex at around 5:43am.
3. The residential complex, the Fred Victor Centre, also acts as a community centre to help unhoused individuals with day to day living.
4. The Landlord's witness, Moses Mulwana (MM) is an employee of the Landlord. MM testified that on September 4, 2025, at 5:43am, a "Committee Member" (a person who uses the drop-in services but is not a resident of the residential complex) sought help from MM because the person had been stabbed by the Tenant.
5. MM witnessed the Tenant come from the elevator and attack the victim again. MM prevent any further harm by having the victim bunker in the office until the Tenant fled the building.
6. The Landlord's Agent, Vee Guevara (VG) stated that the Landlord was seeking the termination of the tenancy and daily compensation for rent owing from the termination date on the notice to the date of the hearing.
7. When asked if they were aware of whether the Tenant was aware of the hearing, both VG and MM stated that they had addressed the hearing multiple times with the Tenant but the Tenant, as of the day of the hearing, stated that he would not participate in this hearing.
8. Section 66 of the *Residential Tenancies Act*, 2006 (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.
9. Based on the uncontested evidence before me, I am satisfied that the Tenant seriously impaired the safety of another person at the residential complex by attacking another person in the residential complex.
10. The Tenant was required to pay the Landlord \$387.10 in daily compensation for use and occupation of the rental unit for the period from November 25, 2025 to February 11, 2026.
11. Based on the monthly rent, the daily compensation is \$4.90. This amount is calculated as follows: \$149.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

13. There is no last month's rent deposit.

14. 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.

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 \$387.10, which represents compensation for the use of the unit from November 25, 2025 to February 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$4.90 per day for the use of the unit starting February 12, 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 \$573.10.
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.

March 9, 2026
Date Issued

Robert Brown
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.