



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ecuhome Corporation v McNulty, 2026 ONLTB 19926

Date: 2026-03-10

File Number: LTB-L-096073-25

In the matter of: 301, 76 PEMBROKE ST
TORONTO ON M5A2N8

Between: Ecuhome Corporation Landlord

And

Bruce McNulty Tenant

Ecuhome Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Bruce McNulty (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 Representative, Roman Komarov, the Landlord's Agent, Debbie Pottinger, the Landlord's Witness, Paul Gamble and the Tenant, Bruce McNulty attended the hearing.

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. Therefore, the tenancy is terminated as of March 31, 2026. The Tenant shall pay to the Landlord \$740.32, less any rent paid to the Landlord since October 31, 2025.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On October 1, 2025, the Landlord served the Tenant an N6 notice and N7 notice of termination. The N6 notice alleges that the Tenant committed an illegal act within the residential complex, and the N7 alleges that the Tenant impaired the safety of a person in the residential complex. The incident described on both notices allege that on June 6, 2025, the Tenant stabbed another resident of the residential complex with a knife.
4. It was uncontested that the Tenant is currently unable to enter the residential complex due to an outstanding peace bond preventing the Tenant from entering the complex.
5. It was uncontested that the residential complex was made of rooms for rent with a shared kitchen and bathroom.
6. Paul Gamble (PG) gave testimony as a witness for the Landlord. PG has resided in the rental unit for 6 years. He testified that he has known the Tenant for over 6 years. PG testified that he lives on the same floor as the Tenant but on opposite ends of the hallway.
7. PG testified that on June 6, 2025, the Tenant called him out into the hallway to fight. PG responded by entering the hallway. In the ensuing fight, the Tenant used a paring knife to stab PG in his torso. After receiving medical attention, he discovered that the stab wound was 3 inches from his heart. The cut was two inches deep and one inch wide.
8. PG testified that he only needed to be in the hospital for a day. He received three staples to seal the wound but required 4-8 weeks to fully recover from the wound.
9. Under cross-examination, PG admitted that on the night of the attack, he was intoxicated. Under cross-examination he admitted that he had gone to the Tenant's room to ask for a beer. The Tenant asked if PG got upset when the Tenant refused to give him a beer. PG responded that he could not remember if got upset or not.
10. Under cross-examination, PG was asked if he admits that he got into a shoving match with the Tenant and that PG had shoved him so hard that he broke the Tenant's arm. PG denied having done this but did again admit to being intoxicated.
11. The Tenant, during the cross-examination, stated that he had broke his right arm prior to the stabbing incident because PG had shoved him. This was reiterated after, when the Tenant provided his own evidence in chief.
12. The Landlord's Agent, Debbie Pottinger (DP), is a Housing Support Coordinator for Ecuhome Corporation. DP presented the security footage of the attack (Evidence ID 7298179).
13. The footage showed the Tenant (in grey shorts and a ponytail) walking to an area around 4 meters away from PG's rental unit door. The Tenant is then in a wide stance. Shortly after getting into that stance, PG is seen coming out the door. A second before PG comes out from the door, the video clearly shows the Tenant had his left foot forward in a basic fighting stance while reaching for his right pocket with his right arm (which did not appear to be broken). By the time PG had entered the hallway, the Tenant already had the knife in his hand. PG comes out of his rental unit, looking angry and hostile. At 8 seconds into the video, the Tenant is leading with the left side of his body and keeping the right hand holding the knife back. At the 10 second mark, the Tenant uses his left side to block a punch from PG, and swings the knife at PG, catching PG on the left side of his body,

around his rib cage near his arm. PG's second punch was sufficient to knock the Tenant to the ground. The Tenant appears to have been injured after that event and is slightly favoring his right arm at that point. It also appears the Tenant may have cut himself with the knife around his stomach.

14. After the incident, PG kicks the Tenant's slippers back at the Tenant, they have words, and PG goes to his own room. The Tenant, after assessing himself, goes into another room (where the parties say was the entrance to the shared bathroom).
15. DP testified that the Tenant was later arrested for assault with a weapon, and as one of the conditions of his release, was not allowed back on the property.
16. The Tenant reiterated his previous statement that PG had been in a fight with him prior to the incident in which we saw the footage. The Tenant stated that he had used the paring knife to prepare food for himself earlier. The paring knife was his own property and after he had used it, put it in his pocket and forgot about it.
17. The Tenant testified that he had not called out PG and that PG was the aggressor. PG came out of his rental unit and charged the Tenant. The Tenant only realized that he had the knife in his pocket and pulled it out in an act of self defence.
18. The Tenant reiterated that he had been more injured that day than PG.
19. The Tenant also stated that he did not want to vacate the rental unit. He stated that he was a positive role-model for other people in the program and has always been willing to be proactive whenever the Landlord required assistance.
20. Under cross-examination, the Tenant maintained that he had been the victim and not PG. He also, again reiterated that his right arm had been broken earlier.

Analysis

21. I found the video footage to be the most compelling evidence presented throughout the hearing. The footage was very clear, and although there was no audio, the body language of the individuals was quite telling.
22. The Tenant stated that PG came out into the hall without provocation. I find the Tenant's claim to lack credibility. The video shows the Tenant in a common, simple fight stance with his left leg and shoulder out to block any blows while keeping his right arm free for a strike. He was in this position before PG even exited his room. The Tenant's statement that PG came out without warning clearly lacks credibility. Before PG came to the door, the knife was in the Tenant's right hand, the hand that the Tenant claimed had been already broken. The Tenant was clearly not in any pain when he reached for the knife, as he did so without any difficulty.
23. Based on what I saw in the video, this was a premeditated attack. Based on the Tenant's fight stance and body positioning, he knew he would be stabbing PG when he came out of his rental unit.
24. Section 267 of the Criminal Code addresses assault with a weapon or causing bodily harm. When the Tenant stabbed PG, he broke this law. By doing so, the Tenant committed

an illegal act within the residential complex, which is a breach of section 61(1) of the *Residential Tenancies Act*, 2006 (the 'Act').

25. I am satisfied that the Landlord has proven their application to the Board.

Daily Compensation

26. The Tenant was required to pay the Landlord \$554.32 in daily compensation for use and occupation of the rental unit for the period from October 31, 2025 to February 11, 2026.

27. Based on the monthly rent, the daily compensation is \$5.33. This amount is calculated as follows: \$162.00 x 12, divided by 365 days.

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

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

Relief From Eviction

30. The Tenant testified that he does not want to be evicted from the rental unit, even though the Tenant is currently barred from entering the rental unit without police assistance due to his release conditions. The Tenant has stated that he would have difficulty finding a new place to live due to his low income.

31. The Landlord is seeking an order for eviction.

32. Pursuant to section 83(2) of the Act, the Board must consider all circumstances before determining if to terminate a tenancy, even if the Landlord has successfully proven their application, or, if termination is ordered, whether to delay the termination.

33. I noted that the Tenant did not show remorse for his actions throughout the hearing and maintained that he was the victim. Besides the fact that this stance weakened the Tenant's credibility, what it also reveals is that this is not an incident where the Tenant believes he did something wrong, despite the fact that even if PG had assaulted him prior to that incident, it was never reasonable to exact any revenge by stabbing someone.

34. Due to the Tenant's mindset, I am satisfied that if I were to impose conditions to preserve the tenancy, there is a decent chance that an incident like this could happen again, and the next time, the results could be much more tragic.

35. For that reason, I find that it would be unfair to deny the Landlord's application

36. In consideration of the fact that the Tenant requires the assistance of the police to enter the residential complex, there is the potential for an added delay due to logistic issues in organizing police escort in and out of the rental unit. For that reason, I find that it would be fair to delay the termination of the tenancy until March 31, 2026.

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 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$554.32, which represents compensation for the use of the unit from October 31, 2025 to February 11, 2026.
5. The Tenant shall also pay the Landlord compensation of \$5.33 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 \$740.32 less any rent paid since November 1, 2025.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.

March 10, 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 October 1, 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.