



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090865-25

In the matter of: 507, 550 KINGSTON RD
TORONTO ON M4E3V6

Between: Neighbours Community Homes Landlord

And

Roger St. Louis Tenant

Neighbours Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Roger St. Louis (the 'Tenant') because:

- 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.

This application was heard by videoconference on February 24, 2026.

Only the Landlord's agents Leanora Bryan, Florence Akol, and Ananta Gautam attended the hearing.

As of 11:14 a.m., 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 in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before April 6, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On October 16, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of October 28, 2025. The notice of termination contains the following allegations:
 - September 23, 2024- the Tenant denied entry to a cleaner and by-law;
 - September 25, 2024- the Tenant refused cleaning;
 - September 26, 2024- the Tenant refused access to the rental unit and began yelling/being verbally abusive;
 - September 30, 2024- the Tenant broke a door and made a hole in wall;
 - September 30, 2024- the Tenant refused to comply with a fire department order;
 - October 1, 2024- the Tenant became physical and pulled a knife during an altercation;
 - October 3, 2024- the Tenant made derogatory comments;
 - October 7, 2024- the Tenant followed employees off the property of the residential complex;
 - October 11, 2024- the Tenant showed signs of aggressive behaviour;
 - October 23, 2024- the Tenant was banging on glass.
4. Section 66 of the Act provides:

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.

5. The denial of entry to the rental unit by the Tenant and refusal of cleaning does not constitute a serious impairment of safety. Further, the allegations in relation to following employees while off the property and any subsequent interactions that did not occur in the residential complex cannot form the basis for an allegation pursuant to section 66.
6. The evidence at the hearing in relation to the serious impairment of safety being alleged focused on the incident from October 1, 2024.

Serious Impairment of Safety

7. The Landlord's agent Ananta Gautam (AG) testified that she was not on-site on October 1, 2024, however she became aware that the Tenant answered his door naked while holding a knife when agents of the Landlord had knocked at the door.
8. AG submitted a copy of a "progress note" from October 1, 2024, and the progress note indicates that the Landlord's agents attended at the Tenant's rental unit with "Carl", an extreme clean specialist. When the Landlord's agent and Carl arrived at the Tenant's door the Tenant was unclothed and stated that he was unwell that day.
9. During the interaction on October 1, the Tenant pushed Carl to get him to leave his rental unit and began pacing with a knife he had picked up to deter the deep clean from commencing.

10. Based on the uncontested evidence before me, I am satisfied that the Tenant seriously impaired the safety of the Landlord's agents on October 1, 2024, by wielding a knife during an attempt by the Landlord's agents to deep clean the rental unit.

Undue Damage

11. The Landlord's agents submitted a photograph of a hole in the wall beside the Tenant's door testifying that the hole was discovered when they came on-site on September 30, 2024. The Tenant made a hole in the wall beside the door to reach in and unlock the door from the inside explaining to the Landlord's agents that he had lost his key and was locked out.
12. I am satisfied that the Tenant has wilfully caused undue damage to the residential complex by making a hole in the wall beside the door to his rental unit.

Daily compensation, Rent Deposit, and Costs

13. The Tenant was required to pay the Landlord \$543.83 in daily compensation for use and occupation of the rental unit for the period from October 29, 2025, to February 24, 2026, less any rent payments made by the Tenant for this period.
14. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from Eviction

17. The Landlord's representative requested an order for eviction at the earliest opportunity. The Tenant did not attend the hearing to provide evidence or submissions as to any delay that would be appropriate.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and based on the uncontested evidence before me, I 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 April 6, 2026.
2. If the unit is not vacated on or before April 6, 2026, then starting April 7, 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 7, 2026. The Sherrif is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$543.83, which represents compensation for the use of the unit from October 29, 2025, to February 24, 2026. The Landlord shall deduct from this amount any rent payments made by the Tenant for this period.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting February 25, 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 \$729.83.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Kyle McGraw
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 7, 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.