



Order under Section 69 Residential Tenancies Act, 2006

Citation: MUSGRAVE v ROBERTSON, 2026 ONLTB 28534

Date: 2026-04-13

File Number: LTB-L-100862-25

In the matter of: ROOM #2, BASEMENT, 279 MCBRIDE
CRES
NEWMARKET ON L3X2W4

Between: Bruce Musgrave Landlord

And

Colin Robertson Tenant

Bruce Musgrave (the 'Landlord') applied for an order to terminate the tenancy and evict Colin Robertson (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 16, 2026. The Landlord and the Landlord's legal representative Donna Adams attended the hearing.

As of 9:56 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord and Tenant Board ('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:

Service of documents on Tenant

1. The Landlord's legal representative states that she served the Notice of Hearing and disclosure for the hearing on the Tenant two weeks prior to the hearing by email. The Landlord's legal representative states that the Tenant then responded by leaving a voicemail message with the Landlord's legal representative which advises that the Tenant

has a doctor's appointment every Monday. The Landlord's legal representative states that she sent an email to the Tenant on March 12, 2026 at 4:20 pm to address what the Tenant raised but there was no further response received from the Tenant.

2. I find this uncontested evidence further supports that the Tenant received the Notice of Hearing and the Landlord's disclosure prior to the scheduled hearing.
3. 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 Tenant must move out of the rental unit by April 18, 2025. The Tenant must pay to the Landlord daily compensation from November 26, 2025 to the date the Tenant moves out of the rental plus the cost of the application filing fee.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. N7 Notice of Termination

On November 15, 2025, the Landlord gave the Tenant an N7 notice of termination ('N7 notice'). The N7 notice contains the following allegations:

- On February 16, 2025, the Tenant made homophobic slurs and yelled profanities towards tenant 1 and their guest D on the driveway of the residential complex;
- On August 1, 2025, the Tenant told tenant 1 and their guest "You don't know who you are dealing with, I'm related to the Hell's Angels" and the Tenant was audio recorded saying to tenant 1, "They'll come deal with you";
- On October 2, 2025, the Tenant told tenant 1 "You'll be dealing with my friends";
- On October 8, 2025, the Tenant was audio recorded saying that he gave sketches and descriptions of tenant 1's guest D and that they will find him wherever he is and that the Tenant cannot wait to find tenant 1's friend (guest). The Tenant also threatened tenant 1 that if he snitches again, he will see the problem;
- On October 16, 2025, the Tenant was audio recorded saying that he will have a surprise ready for tenant 1's guest, someone will be downstairs waiting for him and once downstairs, he will not be getting out as they will be ready to f-----g take him; and
- On October 25, 2025, the Tenant was audio recorded stating the following toward tenant 1: at least we know where tenant 1's guest D works, I'll send my cousin to come deal with him, my family are coming to deal with you, Hells Angels will send contacts (cartel) in Mexico to deal with your family, there is money out there and the first to get you (tenant 1) will get the money. Money put out and has sketches sent.

6. *Serious Impairment of Safety*

For the reason set out below, The Tenant has seriously impaired the safety of tenant 1 (GF) and GF's guest D by uttering verbal threats on August 1, 2025, and verbal threats to GF on October 2, 2025, October 8, 2025, October 16, 2025, and October 2025. This conduct occurred in the residential complex. The Landlord has not established the allegation of February 16, 2025 and therefore this allegation is dismissed.

7. The residential complex is a boarding house which is divided into an upper and lower levels. The upper level contains four bedrooms rented to various tenants and the basement contains two bedrooms. One bedroom is rented to the Tenant, and the other bedroom is rented to GF. The Tenant shares common areas with GF which include a kitchen, living room, and bathroom.
8. The Landlord testified that the Tenant moved into the rental unit approximately 2-3 years ago.

February 16, 2025 incident

9. GF testified that he has been renting a room in the basement at the residential complex since 2014. He testified that on the date of February 16, 2025, the Tenant called GF and his guest D a “f-----g fag. GF’s guest then proceeded to leave but their vehicle was stuck in the snow in the driveway at the residential complex.
10. GF referenced an email which was sent to the Landlord’s legal representative, Donna Adams on November 3, 2025 which notes further details regarding the date of February 16, 2025. The email notes that the Tenants guest had to stay the night due to the storm and GF had dried his clothes in the dryer which were soaked from snow shoveling. The email further notes that the Tenant said to GF that he needs to obtain permission from the Tenant and could not be doing laundry for other people. The Tenant followed GF to his room and stood behind the door of GF’s room and yelled profanities f—k you and yelled that GF’s friends are idiots.
11. I found the Tenant GF’s testimony to be credible as he provided testimony in a straightforward manner and was able to answer questions which were put to him. I accept that the Tenant harassed GF and his guest D on February 16, 2025 by uttering homophobic slurs and profanities. However, I do not find the Landlord has established that the Tenant seriously impaired the safety of GF and their guest D on this date. This is because other than the comments directed towards GF and his guest D, there was no further details provided surrounding this incident to support how it seriously impaired their safety. While I find the comments made by the Tenant are discriminatory and harassing, I do not find the comments made seriously impaired the safety of GF and his guest D.
12. GF testified that his guest D could not leave the driveway in a vehicle which was stuck due to the snow. I find this supports that the Tenant did not prevent GF’s guest D from leaving. Therefore, I do not find the Landlord has met its onus in establishing that this allegation set out in the N7 notice rises to the level of a serious impairment to safety and this allegation is dismissed.

August 1, 2025 incident

13. An audio recording was produced for the hearing which was recorded by GF on the date of August 1, 2025. The recording was faint and it was hard to hear what was being said on the recording. GF testified that he made the recording from inside his room at the residential complex while the Tenant was on the other side of the door to GF’s room. GF testified to the content of the recording. He states that the Tenant had told him that he is connected to the Hells Angels and that things are going to change whether GF likes it or

not and that they (Hells Angels) will come and deal with GF. GF states that since August 1, 2025, his guest D has not returned to the residential complex due both GF and D fearing for his safety as a result of the Tenant's comments.

14. I afford little weight to the audio recording taken on August 1, 2025 as it cannot be determined what was said on the recording. However, I find GF's testimony of the August 1, 2025 incident persuasive as he was able to provide a clear description of the details of this incident. Based on GF's uncontested oral testimony, I accept on August 1, 2025 the Tenant told GF that he is affiliated with the Hells Angels and that when he said to GF that things are going to change and that the Hells Angels will come and deal with GF. I find this is a serious threat made to GF as it is generally known that the Hells Angels are a motorcycle gang and that it commonly known that violence is often associated with gangs. I accept GF's uncontested testimony that the Tenant told GF that he is affiliated with the Hells Angels and that they will come and deal with GF. I find this verbal threat is a serious impairment to GF's safety. Further, I find that GF perceived this threat to be real based on him testifying that his guest D had not returned to the residential complex since August 1, 2025 because GF and D were concerned for the safety of D which I accept is the direct result of the threats made on August 1, 2025 by the Tenant. I find the threats made to GF by the Tenant give rise to the potential for an outcome which could produce a significant negative effect on GF's and his guest D's wellbeing.
15. The analysis set out by the Divisional Court ('Court') regarding the potential impact relating to threats made to a person and if the threats rises to the level of a serious impairment to safety are something I am required to consider as the determinations made by the Court are binding on me. It is clearly set out within the Court decision, *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264 that a serious impairment to safety includes both actual impairment and a real risk of impairment. *Overall* was referenced within *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 in which the Court dismissed the argument that a serious impairment to safety must be supported by evidence of an "intention" to act on any verbal threats. Therefore, I find the Landlord has established that the August 1, 2025 allegation has seriously impaired the safety of GF and his guest D because I find the verbal threats made by the Tenant had the potential to impair the safety of GF and his guest D because and as a result, this posed a real risk to the impairment of their safety. Therefore, the Landlord has established that the August 1, 2025 incident rises to the level of a serious impairment to safety.

October 2, 2025 incident

16. GF states that since his guest D did not return to the residential complex, the Tenant would repeatedly yell to GF that his friend was a "chicken ass" for not returning to the residential complex. GF played an audio recording taken by GF on October 2, 2025 in which GF was inside his room and the Tenant can be heard saying to GF on the other side of the door that GF will now be dealing with the Tenant's friends.
17. I find the October 2, 2025 incident rises to the level of a serious impairment to safety because the Tenant had previously advised the Tenant that he is affiliated with the Hell's Angels and that they would be coming to deal with him. I find the audio recording persuasive. I accept GF's uncontested testimony that it is the Tenant's voice that can be heard saying to GF that he will now be dealing with the Tenant's friends and I accept this is

a serious threat. I say this because it has the potential for the carrying out of a foreseeable act that could result in an impairment to the safety of GF. Therefore, I find the Landlord has established the October 2, 2025 incident rises to the level of a serious impairment to the safety.

October 8, 2025 incident

18. GF states he was born in Mexico. He states that on October 8, 2025 he was inside of his room with he door closed and the Tenant was on the other side of the door and said to him that he has given sketches of GF's family and friends who are living in Mexico and the Tenant's family have business in Mexico and can deal with GF's family there. GF states that the Tenant also told GF that if he snitches on the Tenant again, GF is going to see the problems.
19. An audio recording was produced for the hearing which was taken by GF on October 8, 2025 but the only portion of the recording for which the words being said can be heard is the Tenant telling GF there will be problems is GF snitches again.
20. Based on GF's uncontested testimony which I find persuasive as he described the particulars of the incident of October 8, 2025, I find the Tenant seriously impaired GF's safety on this date. I find the comments made to GF by the Tenant are serious threats and that there was a foreseeable act which may have resulted in a serious impairment to the safety of GF's family and friends. Therefore, I find the Landlord has established the October 8, 2025 incident rises to the level of a serious impairment to safety.

October 16, 2025 incident

21. GF states on October 6, 2025 at the residential complex, the Tenant said to GF that there will be a surprise ready for GF's guest D and that some will be downstairs waiting for him, he will not get out, and it will f--k him up.
22. I find GF's uncontested testimony persuasive and supports that the Tenant made serious threats to harm GF's guest D. I accept that the Tenant made these threats as specific details were provided by GF relating to this incident. Based on this evidence, I find the Tenant made serious threats to harm GF's guest D. While I accept that the Tenant's guest D was not at the residential complex at the time the threat was made, I find it poses a real risk of impairment to the safety of GF's guest D should he return to the residential complex. Therefore, I find that the Landlord has established the October 16, 2025 incident rises to the level of a serious impairment to safety.

October 25, 2025 incident

23. GF produced an audio recording which he took on October 25, 2025 from his room at the residential complex. The Tenant is heard saying to GF that his cousins will come to deal with him. On the recording the Tenant asks GF where his boyfriend is because the Hells Angels are coming to deal with GF and that there is money to go after GF's family and friends in Mexico. GF states the reference to money relates to a bounty being placed on GF's family and friends in Mexico. The Tenant states that the Tenant has cameras set up.

24. I find the audio recording taken by GF on October 25, 2025 and supported by GF's testimony strongly supports that the Tenant made serious threats to GF, GF's guest D, and threats directed towards GF's family/friends in Mexico because there are specific details regarding action the Tenant states will be taken. I find this is a real risk to the impairment of safety to GF, GF's guest D, and GF's family/friends as it has the potential for an outcome which negatively impacts the wellbeing of the individuals for which the threats were directed at. Therefore, the Landlord has established that the October 25, 2025 incident rises to the level of a serious impairment to safety of GF, his guest D, and GF's family/friends.

Ongoing incidents and police report dated November 15, 2025

25. GF states he contacted the police on November 15, 2025 relating to further threats made to him by the Tenant. A copy of the police incident report dated November 15, 2025 ('police report') was produced for the hearing. The police report is based on information reported to the police by GF. The police report notes he Tenant uttered threats to GF including: the Tenant is connected to the Hell's Angels, the Tenant's cousins would take care of GF, the Tenant's biker friends in Mexico were going to send GF home in a body bag, and they know where GF's friend/guest D works. The police report further notes there are no indications that the Tenant has any connection to the Mexican Drug Cartel or the Hell's Angels and that the police went over safety planning with GF.
26. GF stated at the hearing that he is tired of all of the harassment that he experiences from comments made by the Tenant which continues to date. He testified that he feels like a prisoner in his room and his stomach goes into a knot and he becomes anxious due to anticipation of threats from the Tenant who has taken over the kitchen and all other common areas which are to be shared with GF. GF states that whenever he tries to take a shower, he is intercepted by the Tenant who prohibits him from accessing the bathroom to take a shower and that the Tenant continues to utter racial slurs and threats towards GF.
27. GF states on December 21, 2025, the Tenant banged on the door of GF's room and said to GF that he is going to get his revenge.
28. I find this evidence persuasive and supports the Tenant continues to utter threats towards GF on an ongoing basis. I find it noteworthy that the Tenant made threats to GF on November 15, 2025 as supported by GF's testimony and the police incident report for that date. This is the same date the Landlord served the Tenant with the N7 notice.
29. Based on a totality of the evidence, and on a balance of probabilities, I find the Tenant has seriously impaired the safety of GF and GF's guest on August 1, 2025. I find the Tenant has seriously impaired the safety of GF on October 2, 2025. I find the Tenant has seriously impaired the safety of GF and GF's friends/family on October 8, 2025. I find the Tenant has seriously impaired the safety of GF's guest D on October 16, 2025. I find the Tenant has seriously impaired the safety of GF, GF's guest D, and GF's family/friends on October 25, 2025. Further, I find the Incidents of November 15, 2025 and December 21, 2025 further support that the threats from the Tenant towards GF are ongoing and have not ceased since the issuance of the N7 notice.

30. 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. The Tenant did not attend the hearing. The Landlord has established all the allegations with the exception of the February 16, 2025 incident rise to the level of a serious impairment to safety as a result of the verbal threats made by the Tenant towards GF, GF's guest D, and GF's family. Based on GF's persuasive and uncontested testimony, I accept there are serious ongoing threats made by the Tenant towards GF which I find further impairs the safety of GF.
31. The Tenant was required to pay the Landlord \$2,749.47 in daily compensation for use and occupation of the rental unit for the period from November 26, 2025 to March 16, 2026.
32. Based on the monthly rent, the daily compensation is \$24.77. This amount is calculated as follows: $\$753.50 \times 12$, divided by 365 days.
33. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
34. The Landlord collected a rent deposit of \$753.50 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$19.08 is owing to the Tenant for the period from January 1, 2025.
35. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 18, 2026.
2. If the unit is not vacated on or before April 18, 2026, then starting April 19, 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 19, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$2,749.47, which represents compensation for the use of the unit from November 26, 2025 to March 16, 2026.
5. The Tenant shall also pay the Landlord compensation of \$24.77 per day for the use of the unit starting March 17, 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 Landlord owes \$772.58 which represents \$753.50 for the rent deposit plus \$19.08 interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$2,162.89 (\$2,749.47 compensation + \$186.00 filing fee - \$772.75 last month's rent deposit and interest owing on rent deposit).

9. If the Tenant does not pay the Landlord the full amount owing on or before April 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 19, 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.