



Order under Section 69 Residential Tenancies Act, 2006

Citation: LOFT Community Services v Whiteway, 2026 ONLTB 28607

Date: 2026-04-10

File Number: LTB-L-104739-25

In the matter of: 5, 316 ST. GEORGE ST
TORONTO ON M5R2P5

Between: LOFT Community Services

Landlord

And

Anthony (Paige) Whiteway

Tenant

LOFT Community Services (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony (Paige) Whiteway (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 (N6 notice of termination);
- 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 (N7 notice of termination).

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's agent Pamela Armogan and the Landlord's legal representative Daniel Abraham attended the hearing.

As of 2:08 PM, 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 Tenant must move out of the residential complex by April 21, 2026. The Tenant must pay the Landlord the cost for daily compensation as set out below plus the \$186.00 application filing fee.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N6 notice and N7 notice

On December 10, 2025, the Landlord gave the Tenant an N6 notice of termination ('N6 notice') and N7 notice of termination ('N7 notice') with a termination date of January 7, 2026. The N6 Notice and the N7 notice contain the same allegations as follows:

- On **March 29, 2025** at 9:40 pm, the Tenant threw chairs at another resident at the residential complex which constitutes assault under subsection 265(1) of the *Criminal Code of Canada*;
- On **July 3, 2025** at approximately 7:30 pm, The Tenant threw a cup and a metal can at another resident at the residential complex which constitutes assault under subsection 265(1) of the *Criminal Code of Canada*;
- On **July 4, 2025** at approximately 5:00 pm, the Tenant threw a glass at another resident at the residential complex which constitutes assault under subsection 265(1) of the *Criminal Code of Canada*;
- On **July 29, 2025** at approximate 7:00 pm, The Tenant pushed another resident in the common area kitchen at the residential complex and then picked up a butter knife and made threats towards the other resident. This constitutes assault under subsection 265(1) and uttering threats under subsection 264.1(1) of the *Criminal Code of Canada*;
- On **August 4, 2025** at approximately 5:30 pm, The Tenant behaved aggressively towards a security contractor in the common area dining room at the residential complex when the Tenant pushed the security contractor against the wall and knocked the mask off of their face. This constitutes assault under subsection 265(1) and uttering threats under subsection 264.1(1) of the *Criminal Code of Canada*;
- On **September 11, 2025** at approximately 1:00 pm, the Tenant picked up a Kleenex box and threw it at another resident at the residential complex. The Tenant then punched the glass at the Landlord's office and made threats of property damage towards the Landlord's staff. This constitutes assault under subsection 265(1) and uttering threats under subsection 264.1(1) of the *Criminal Code of Canada*;
- On **September 12, 2025** at approximately 5:00 pm, the Tenant engaged in a physical altercation with another resident at the residential complex. The Tenant then followed the resident when they tried to disengage. The Tenant then pushed the resident in the face, pushed them against the fence at the residential complex, and threw a rock at them. This constitutes assault under subsection 265(1) of the *Criminal Code of Canada*; and
- On **September 24, 2025** at approximately 4:30 pm, The Tenant engaged in a verbal confrontation with another resident at the residential complex and then threw plums at the resident which hit the resident. The Tenant then smashed a ceramic coffee cup and brandished the sharp broken handle of the cup towards the resident. When the Landlord's staff intervened, the Tenant threw the broken handle towards the resident and made threats towards them. This constitutes assault under subsection 265(1) and uttering threats under subsection 264.1(1) of the *Criminal Code of Canada*.

4. N6 Notice for an Illegal Act

5. Section 61 of the *Residential Tenancies Act, 2006* (the 'Act') states, in part:

61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

6. For the reasons set out below, the Tenant has committed an illegal act in the residential complex by throwing objects at other residents, and physically assaulting other residents and the Landlord's security staff at the residential complex. Incidents relating to this behaviour occurred on the dates of March 29, 2025, July 3, 2025, July 4, 2025, July 29, 2025, August 4, 2025, September 12, 2025, and September 24, 2025.

7. For the reasons set out below, the September 11, 2025 allegation relating to the Tenant committing an illegal act is dismissed.

8. N7 notice for serious impairment to safety

Section 66 of the Act states, in part:

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. For the reasons set out below, the Tenant has seriously impaired the safety of the other residents and the Landlord's security staff when the Tenant through objects at other residents, engaged in physical altercations which were initiated by the Tenant. Incidents relating to this behaviour occurred on the dates of March 29, 2025, July 3, 2025, July 4, 2025, July 29, 2025, August 4, 2025, September 11, 2025, September 12, 2025, and September 24, 2025. This conduct occurred in the residential complex.

10. The Landlord is a supportive housing provider which houses 26 residents that live independently. Each resident has a separate room and the residents share a kitchen and washrooms.

11. Pamela Armogan ('Ms. Armogan') testified. She has been the Program Manager since 2018 and is responsible for managing the staff team, the daily running of the home, and manages and supports the 26 residents living at the residential complex. She states the residential complex is staffed 24 hours per day.

March 29, 2025 allegation

12. Ms. Armogan referenced a staff incident report created March 29, 2025 at 9:55 pm. She states around 9:40 pm on March 29, 2025, the Tenant started throwing chairs at another resident in the common area at the residential complex. Ms. Armogan states no one was hit by the chairs but that staff removed the resident from the common area for their own safety.
13. I find the uncontested evidence of Ms. Armogan persuasive as she described the specific details of the incident which occurred on March 29, 2025 at the residential complex. I find this incident constitutes an illegal act. I find the Tenant throwing chairs at another person at the residential complex is serious and has the potential of affecting the character of the residential complex as the act of throwing objects at another individual may be viewed as an act of violence.
14. I find the March 29, 2025 incident rises to the level of a serious impairment to safety. I find the Tenant throwing chairs at another resident at the residential complex posed a real risk to impairing their safety because the resident could have become injured if they had been hit by one of the chairs.

July 3, 2025 incident

15. Ms. Armogan referenced an incident report created July 3, 2025 at 9:51 pm. Ms. Armogan states that on this date, an altercation took place between the Tenant and another resident outside but within the fenced in rear portion of the residential complex. Ms. Armogan states that the Tenant threw a cup and a can of a marijuana drink at the other resident which did not hit them.
16. Based on Ms. Armogan's uncontested evidence, I accept that the Tenant threw a cup and a metal can containing a beverage towards another resident and that this incident took place at the residential complex. I find that throwing these items at another individual constitutes an illegal act because it has the potential to affect the character of the residential complex as it may be viewed as an act of violence.
17. I also find the July 3, 2025 incident rises to the level of a serious impairment to safety because the Tenant throwing these objects could have resulted in injury to the other resident if the objects would have hit them.

July 4, 2025 incident

18. Ms. Armogan referenced an incident report created July 4, 2025 at 7:25 pm. Ms. Armogan states on July 4, 2025 at approximately 5:00 pm, the Tenant engaged in a verbal altercation with another resident at the residential complex. The incident report notes that the Tenant was in a chair in the backyard at the residential complex and threw a glass over the fence at another resident who was on the other side of the gate. The glass did not hit the other resident. Ms. Armogan states that staff attempted to deescalate the situation and the incident report notes that the Landlord's staff spoke with the Tenant who advised he became angry at the resident because the resident had antagonized the Tenant. The incident report notes that the Landlord's staff advised the Tenant that physical aggression towards another resident is unacceptable and that the Tenant needs to advise the Landlord's staff if that resident approaches or threatens the Tenant.

19. I accept the uncontested testimony of Ms. Armogan and I find that the July 4, 2025 incident in which the Tenant threw a glass at another resident constitutes an illegal act. While the glass did not hit the other resident, throwing objects at another individual adversely impacts the character of the residential complex and could be perceived a violence towards another person.
20. I find the July 4, 2025 incident rises to the level of a serious impairment to safety as the action of the Tenant throwing a glass at another person could have the potential outcome of causing injury to the resident if the glass had hit them.

July 29, 2025 incident

21. Ms. Armogan referenced an incident report created July 29, 2025 at 9:15 pm. The incident report notes the Tenant got into altercation with another resident in the common area kitchen at the residential complex which resulted in the Tenant pushing the other resident who then went outside at the residential complex. Ms. Armogan references the report which notes the Tenant then grabbed a butter knife and walked outside to the backyard deck area. The incident report notes that security staff followed the Tenant and requested the Tenant hand them the knife but the Tenant then threw the knife over the fence and made racialized comments towards the Landlord's security staff.
22. Ms. Armogan states that the Landlord had hired security staff to work at the residential complex from May 2025 – January 2026 but due to funding constraints, the security staff are not no longer working at the residential complex.
23. Based on the uncontested evidence of Ms. Armogan, I find the July 29, 2025 incident constitutes an illegal act as a result of the Tenant physically pushing another resident and then pulling out a butter knife and attempting to go after the other resident and that this took place at the residential complex. This behaviour negatively affects the character of the residential complex as it shows violent action being taken by the Tenant towards another resident.
24. I find the Tenant seriously impaired the safety of another resident on July 29, 2025 when the Tenant physically pushed the resident and threatened to go after them with a butter knife. The action taken by the Tenant had the potential to result in injury to the other resident and also to the Landlord's security staff who intervened in an attempt to prevent the Tenant from causing injury to the other resident.

August 4, 2025 incident

25. Ms. Armogan relied on an incident report created August 4, 2025 at 6:47 pm. The incident report notes at 5:30 pm, the Tenant was in the dining room and began yelling through the glass window at a member of the Landlord's security staff. The incident report notes the Tenant then exited the dining room and approached the security staff member who was in the hallway outside the dining room. The incident report notes the Tenant threatened to stab the security staff member and pushed him against the wall which resulted in knocking the mask of the security staff member's face. Ms. Armogan states the police attended but the security staff member did not proceed with pressing charges against the Tenant.

26. Based on the uncontested evidence of Ms. Armogan, I find the incident of August 4, 2025 constitutes an illegal act. I accept the Tenant physically assaulted the Landlord's security staff when the Tenant shoved them into a wall inside at the residential complex and that there was sufficient force to knock the mask off the security staff member's face. I find this supports the Tenant engaged in a violent and aggressive act which negatively impacts the character of the residential complex and interfered with the rights of the Landlord's staff to be protected from assault.
27. I find the incident of August 4, 2025 rises to the level of a serious impairment to safety because the physically aggressive action taken by the Tenant in which he physically pushed the Landlord's security staff member into a wall at the residential complex could have caused them to sustain injury.

September 11, 2025 incident

28. Ms. Armogan testified to an incident that took place on September 11, 2025 in the staff office at the residential complex. She references an incident report which she authored that was created September 11, 2025 at 1:00 pm. She referenced the incident report which notes that Ms. Armogan, the Tenant, and another resident were having a conversation in the office regarding a cellphone. She states the Tenant became upset and began yelling profanities and was asked to leave the office and the Tenant picked up a Kleenex box from a table in the hallway and threw it at Ms. Armogan and the other resident and threatened Ms. Armogan that she better watch her vehicle. Ms. Armogan testified that the Tenant then physically charged toward the other resident but Ms. Armogan stepped in front of the resident and then Ms. Armogan and the resident entered the staff office. Ms. Armogan referenced the incident report which notes the Tenant then punched the glass for the office door a few times.
29. I am not persuaded that the incident of September 11, 2025 that involved the throwing of a Kleenex box, uttering profanities, telling Ms. Armogan to watch her vehicle, and banging on the glass of an office door rises to the level of an illegal act. This is because I find throwing a Kleenex box generally would not cause injury to a person, nor adversely affect the character of the residential complex. I find the Tenant telling Ms. Armogan to watch her vehicle and the Tenant banging on the glass on the door do not constitute illegal acts. The Landlord did not lead further evidence regarding how the character of the residential complex was negatively impacted. Therefore, this allegation is dismissed as it relates to an illegal act.
30. I find the actions taken by the Tenant on September 11, 2025, specifically the threat made to Ms. Armogan that she needs to watch her vehicle and the Tenant banging on the walls of the door to the office at the residential complex when Ms. Armogan and another resident are on the other side of the door, rise to the level of a serious impairment to the safety. This is because these actions may be perceived as threats to their personal safety.

September 12, 2025 incident

31. Ms. Armogan referenced an incident report created September 12, 2025 at 5:08 pm. Ms. Armogan states the Tenant attempted to follow another resident who was attempting to

exit through the back gate at the residential complex when the Tenant pushed the other resident, threw the resident against the fence, and threw a rock at them.

32. I accept the uncontested evidence of Ms. Armogan and I find the September 12, 2025 incident constitutes an illegal act. I find that the Tenant physically assaulted the other resident. I find the Tenant physically pushing another resident and then throwing a rock at them has the potential to negatively influence the character at the residential complex and interferes with the other residents right to not be assaulted.
33. I find the September 12, 2025 incident has resulted in a serious impairment to safety. The physical action taken by the Tenant could have resulted in the other resident becoming seriously injured.

September 24, 2025 incident

34. Ms. Armogan references an incident report created on September 24, 2025 at 6:50 pm. The incident report notes on this date at approximately 4:30 pm, the Tenant was in the backyard at the residential complex and threw a plum twice towards another resident and one of the plums hit the resident. Ms. Armogan references the incident report and states the Tenant then smashed a ceramic cup against a railing and the Landlord's staff attempted to intervene between the Tenant and the other resident. The incident report notes that the Tenant then took the handle which had a pointed end and threw it towards the resident which barely missed hitting the Tenant.
35. I find the uncontested evidence of Ms. Armogan persuasive and supports that the September 24, 2025 incident constitutes an illegal act. I find that the Tenant smashing a cup at the residential complex and then throwing a sharp, broken piece towards another resident affects the character at the residential complex due to the violent action taken by the Tenant.
36. I find the September 24, 2025 incident seriously impaired the safety of another resident at the residential complex. I accept that the sharp broken handle came close to hitting the resident when it was thrown by the Tenant and could have resulted in causing injury to the resident.
37. Ms. Armogan testified to a recent incident which took place in the common area at the residential complex on February 17, 2026 at 7: 40 pm. Ms. Armogan states she was on the telephone with another staff member when the Tenant grabbed another resident by the neck when the resident spilled juice from the fridge. Ms. Armogan states the Tenant has not been seen on the property of the residential complex since this incident occurred.
38. I accept Ms. Armogan's uncontested testimony. I find the February 17, 2026 incident supports that similar behaviour as set out in the N6 and N7 notice is ongoing.
39. Ms. Armogan states that their community partner Habitat Services was contacted to arrange for Tenant Operator meetings with the Tenant in which a Habitat Services representative and the Tenant would be present for a minimum of three meetings. Ms. Armogan states the residential complex is independent living and there are no housing support workers and the Tenant would be able to bring their own supports to the meeting.

40. Ms. Armogan states that the Tenant indicates that they are seeking support with anger management and psychiatric support. Ms. Armogan states there was assistance from a housing support worker that facilitated the Tenant moving into the residential complex but the Tenant has not provided Ms. Armogan with further consent to reach out to a housing support worker or any other community supports despite Ms. Armogan requesting the Tenant's consent.
41. I find the Landlord has established the Tenant has committed illegal acts at the residential complex on March 29, 2025, July 3, 2025, July 4, 2025, July 29, 2025, August 4, 2025, September 12, 2025, and September 24, 2025.
42. The Landlord has not established the Tenant committed an illegal act on September 11, 2025 and this allegation is therefore dismissed.
43. I find the Landlord has established the Tenant has seriously impaired the safety to other residents/the Landlord's security staff at the residential complex on March 29, 2025, July 3, 2025, July 4, 2025, July 29, 2025, August 4, 2025, September 11, 2025, September 12, 2025, and September 24, 2025.
44. The Tenant was required to pay the Landlord \$1,214.48 in daily compensation for use and occupation of the rental unit for the period from January 8, 2026 to March 16, 2026.
45. Based on the monthly rent, the daily compensation is \$17.86. This amount is calculated as follows: $\$543.30 \times 12$, divided by 365 days.
46. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
47. There is no last month's rent deposit.
48. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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. I have found that the Tenant's behaviour has led to illegal acts and to the serious impairment of the safety of other individuals at the residential complex on multiple occasions. I find the February 17, 2026 incident supports that similar behaviour as noted in the N6 and N7 notices is continuing. As a result of the violent behaviour exhibited by the Tenant towards others at the residential complex, I find it poses an ongoing serious impairment to the safety of other residents and the Landlord's staff. I find the prejudice to the Landlord, the other residents, and the Landlord's staff at the residential complex outweighs the prejudice to the Tenant.

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 21, 2026.
2. If the unit is not vacated on or before April 21, 2026, then starting April 22, 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 22, 2026.
4. The Tenant shall pay to the Landlord \$1,214.48, which represents compensation for the use of the unit from January 8, 2026 to March 16, 2026.
5. The Tenant shall also pay the Landlord compensation of \$17.86 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 total amount the Tenant must pay the Landlord is \$1,400.48.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 22, 2026 at 4.00% annually on the balance outstanding.

April 10, 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 16, 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.