



Order under Section 69 Residential Tenancies Act, 2006

Citation: Spencer v Watson, 2026 ONLTB 28659

Date: 2026-04-09

File Number: LTB-L-104887-25

In the matter of: D, 65 AINSLIE ST N
CAMBRIDGE ON N1R3J7

Between: Sydney Grant Spencer Landlord

And

Cammie Watson Tenants
Bradley Watson

Sydney Grant Spencer (the 'Landlord') applied for an order to terminate the tenancy and evict Cammie Watson and Bradley Watson (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on March 23, 2026. The Landlord, the Landlord's agent Sarah Anne Spencer, the Tenants and the Tenant's legal representative Veronica Munoz attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Landlord's application is based on a N7 notice of termination served to the Tenants on December 11, 2025. The notice of termination asserts that the Tenants, their occupants and/or permitted guests seriously impaired the safety of another individual within the residential complex. The notice alleges 3 dates / incidents.
3. The Landlord's notice of termination was served pursuant to section 66(1) of the *Residential Tenancies Act, 2006* (the Act):

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.

4. The residential complex is an apartment building consisting of 14 rental units.

July 3, 2023 Incident:

- 5. The Landlord testified that on July 3, 2023, the Tenant Cammie Watson and her boyfriend assaulted the tenants residing in the rental unit above and their guests as they were moving furniture out of their respective rental unit. The Landlord stated that this assault occurred in the back parking lot of the residential complex and then carried out into the main road located off the property
- 6. The Landlord confirmed that he did not witness this incident but stated that he was advised of this incident from the neighbouring residents and that he was advised that the Tenant's boyfriend was charged for this incident.
- 7. The Tenant Cammie Watson did not fully dispute the incident that occurred on this date but takes the position that the incident occurred outside of the residential complex.
- 8. The Tenant agreed that she and her boyfriend became frustrated with the upstairs residents making noise after 10:00pm and that an argument / confrontation occurred in the parking lot. The Tenant stated that she was first assaulted by the upper resident's adult child and that her boyfriend then followed the upper residents and their adult children off the rental property and assaulted them approximately two blocks down the road. The Tenants submitted into evidence a copy of the Crown Brief report and the Police officers' notes confirming that the assault took place near 35 Cambridge Street, which is approximately 160 meters from the residential complex (TT exhibit #1).
- 9. Based on the evidence and submissions before the Board, I am not satisfied that the Tenant, and occupant or a permitted guests seriously impaired the safety of another individual on the residential complex. Although there is no dispute that an assault occurred and that the assault was of serious nature, subsection 66(1)(b) of the Act is clear that the Board can only terminate the tenancy for this type of conduct if the incident occurred on the rental property.
- 10. In this case, the Landlord did not witness the incident, and the victims of the assault were not present to give evidence or testimony at the hearing. I therefore find the Tenant's testimony to be more credible as she was present during this incident and further supported her testimony with documentary evidence from the Courts and the investigation Police Officer confirming that the assault / incident occurred outside of the residential complex.
- 11. As the incident occurred outside of the residential complex, the Board has no jurisdiction to consider or terminate the tenancy for this conduct.

January 25, 2025 Incident:

12. The Landlord testified that on January 25, 2025, the Tenant Cammie Watson shouted at the Landlord's maintenance worker for not properly cleaning the snow from the walkway of the residential complex and proceeded to break the antenna on his vehicle.
13. The Landlord was not present and did not witness this incident and therefore could not confirm if any physical harm was caused or if any threats were uttered towards the maintenance worker.
14. Based on the evidence and submissions before the Board, I am not satisfied that the Tenant has seriously impaired the safety of the Landlord's maintenance staff during this alleged incident. Although the evidence suggests that the Tenant engaged in inappropriate conduct on this date, there is no evidence to suggest that someone's safety was seriously impaired. Further, the Landlord's application is not based on a notice of termination alleging substantial interference with reasonable enjoyment or wilful damage to property.

March 3, 2025 Incident:

15. Although the Landlord's N7 notice alleges that this incident occurred on May 22, 2025, the parties agreed at the hearing that the incident actually occurred on March 3, 2025, and that the Landlord made a clerical error on the N7 notice.
16. The Landlord testified that on this date, he entered the rental unit to conduct some painting repairs to the rental unit and stated that as he was moving the Tenant's bed, her cat came running out and that when he went to pick up the Tenant's cat, the Tenant Cammie Watson punched him on his shoulder.
17. The Tenant did not fully dispute the incident, nor did she dispute that the Landlord contacted the Police. The Tenant testified that she was not happy with the way the Landlord was handling her cat and that she simply shoved the Landlord on his shoulder. The Tenant disputed that she punched the Landlord or impaired his safety, stating that she was in a full leg cast on this date of the incident and that the Landlord was simply given a "light shove". The Tenant also submitted into evidence a copy of the Police Officers notes confirming that both the Landlord and the Tenant had conflicting versions of the event (TT exhibit #2).
18. Based on the evidence and submissions before the Board, I am not satisfied on a balance of probabilities that the Tenant Cammie Watson seriously impaired the safety of the Landlord on the date in question.
19. As this is the Landlord's application, the Landlord bears the onus of proving the alleged conduct on a balance of probabilities. On a balance of probabilities means that the Landlord must show that its version of events is the more probable and should succeed.
20. In this case, although there is no dispute that the Tenant either pushed or made physical contact with the Landlord, there was insufficient evidence before the Board to conclude that the contact made seriously impaired or posed a serious risk of impairment to the Landlord's safety. As stated above, the Landlord's application alleges serious impairment

of safety only and not an illegal act or substantial interference. Therefore, the fact the Police were called and/or charged the Tenant with assault is not enough to meet the test set out in section 66(1) of the Act.

21. As the Landlord has failed to prove that the Tenants, their occupants and/or permitted guests have breached section 66(1) of the Act, the application must be dismissed.

22. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The Landlord's application is dismissed.

April 9, 2026
Date Issued

Fabio Quattrociocchi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.