



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Seniors Housing Corporation v Lindfield, 2026 ONLTB 31776

Date: 2026-04-22

File Number: LTB-L-003846-26

In the matter of: 420, 310 DUNDAS ST E
TORONTO ON M5A3Z8

Between: Toronto Seniors Housing Corporation Landlord

And

John Charles Thomas Lindfield Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict John Charles Thomas Lindfield (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.

This application was heard by videoconference on April 15, 2026.

The Landlord's Legal Representative, Adam Fraccaro, the Landlord's Witnesses, Gurminder Dhaliwal ("Mr. Dhaliwal") and Kenneth Javier, the Tenant's Legal Representative, Alena Vidyadhar, the Tenant's Witness, Ella Robinson ("Ms. Robinson"), and the Tenant attended the hearing.

This order is a written confirmation of the decision announced orally to the parties on April 15, 2026. At the hearing I specifically informed the Tenant, and I am satisfied that the Tenant understood, that notwithstanding that the conditions specified in this order begin on a date prior to the issuance date of this order, that the conditions specified below needed to be complied with commencing on April 15, 2026.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application, however I find that it is appropriate in all of

the circumstances to grant relief from eviction to the Tenant under s. 83(1) of the *Residential Tenancies Act*, 2006 (the 'Act'). Therefore, the tenancy between the Landlord and the Tenant will continue subject to the conditions outlined below.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 12, 2025, the Landlord gave the Tenant an N6 notice of termination and N7 notice of termination, deemed served on December 17, 2025. The notices of termination contain the same factual allegations, which the notices allege constitute the Tenant committing an illegal act in the rental unit and seriously impairing the safety of another person in the residential complex. Those allegations are as follows:
 - a. The Tenant on November 29, 2025 was found by an onsite security guard kicking an elevator door in the residential complex, and when asked to stop doing so pushed and attempted to punch the security guard.
4. The Tenant acknowledged that this event occurred as described in the notice. I find on the basis of the Tenant's acknowledgement that the Tenant has committed the illegal act of assault in the residential complex and seriously impaired the safety of onsite security guard in the residential complex by pushing and attempting to punch that security guard. This conduct occurred in the residential complex.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord seeks termination of the tenancy. The Landlord submits that this was not an isolated incident, and the Tenant has displayed a pattern of anti-social behaviour that justifies termination of the tenancy. Specifically, the Landlord submitted evidence that the Tenant committed a further assault of a different onsite security guard on November 29, 2025 following the incident identified in the notice as well as the theft of that security guard's radio, and that the Tenant pulled the fire-alarm in the residential complex without due cause on January 9, 2026.
7. The Tenant acknowledged the further incident of assault that occurred on November 29, 2025, but could not recall whether or not they had pulled the fire alarm on January 9, 2026.
8. The Landlord presented a video of the Tenant walking down the hallway of the 4th floor of the residential complex at 23:17 on January 9, 2026. While the fire alarm is not visible from the angle of the video camera, Mr. Dhaliwal testified in regard to this incident and the location of the fire alarm being just out of view as the Tenant pauses for a moment in the video. Mr. Dhaliwal further testified that the fire alarm triggered without cause on January 9, 2026 was triggered on the 4th floor, and that the incident report time indicated as 23:17 in the Toronto Community Housing occurrence report submitted by the Landlord is an auto-generated time based upon when the fire alarm was triggered. On the basis of this evidence, I am satisfied the Tenant did pull the fire alarm without due cause on January 9, 2026 at 23:17.
9. The Landlord submits that these incidents are serious in nature. The residential complex is a seniors' building, and if these assaults had been directed on another resident rather than an onsite security officer they could have resulting in much more serious injury. Further, given the mobility challenges of many of the residents of the building, the triggering of the

fire alarm and need for many senior individuals to exit using the stairs results in a serious impairment to the safety of the other residents of the residential complex.

10. The Landlord further submits that despite the Tenant being medicated now, there is a future risk the Tenant will not be properly medicated and that the Tenant's own testimony was that he was medicated by January, 2026 when he pulled the fire alarm. Given the serious nature of these acts and the future risk of their recurrence, the Landlord submits the tenancy should be terminated.
11. The Landlord submitted that in the alternative conditions should be imposed for the duration of the tenancy that the Tenant shall not commit further acts that impair the safety of others, constitute illegal acts, substantially interfere with others in the residential complex including the verbal abuse of others and not smoke in the common areas of the residential complex.
12. The Tenant requested relief from eviction and submitted that it would be more appropriate to impose conditions to maintain the tenancy in these circumstances. The Tenant acknowledged their behaviour and the seriousness of it, and apologized for it. The Tenant testified that they suffer from mental health issues, and had been in a poor mental state following the loss of a family member for a period of time, were drinking, and in an unstable state.
13. The Tenant now testifies he is medicated and has adequate supports following a hospital stay at CAMH, that he has quit drinking, and will not cause issues in the future. The Tenant testified he has not been in a fight in his life prior to these incidents and they are very out of character for him. The Tenant further testified he would likely be homeless if he is evicted from this subsidized housing and that this will have a severe impact on him, including to his mental health.
14. The Tenant testified that while he previously did not wish to take medication due to side effects, he is not experiencing side effects from his current treatment regime, and that he feels much better on it. The Tenant testifies that he will continue to stick to his treatment plan. The Tenant testified that he started medication in January, but I note that he was somewhat confused by dates and orders of events throughout his testimony and I find the evidence of Ms. Robinson (as discussed below) more reliable in this regard.
15. The Tenant supplied medical evidence to support his mental health diagnoses and that he is currently actively engaged in treatment.
16. The Tenant's housing support worker, Ms. Robinson, testified on behalf of the Tenant. She described knowing the Tenant to be a calm and non-aggressive individual prior to a mental health crisis that occurred after the loss of a family member in July, 2025. Following this the Tenant was arrested while on a drinking binge, brought from Toronto to London for old outstanding warrants without a wallet, phone or identification, and was left homeless in London for approximately a week prior to receiving some emergency treatment in London. The Tenant had been in crisis since this time until they were hospitalized at CAMH and became subject to a community treatment order that requires mandatory treatment.
17. Ms. Robinson testified that the Tenant's current medication regime, including injections from his team at CAMH, began in mid-February, 2026 and are part of the Tenant's

community treatment order. Ms. Robinson testified that during the period of his mental health crisis the Tenant was very volatile and aggressive, but that he has now returned to being a calm and stable individual with medication.

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
19. I find this to be appropriate given the substantial change in the Tenant's personal circumstances, most notably he has been medicated and having his mental health issues under control. I accept the testimony of Ms. Robinson as being the most reliable in terms of when the Tenant has been medicated given her testimony that she has attended each medical appointment with the Tenant, and that the Tenant presented as confused as to dates and the ordering of events in their testimony. There was no evidence before me of further anti-social behaviour from the Tenant after this period and I accept Ms. Robinson's testimony that the Tenant is acting in a manner more consistent with the manner he acted prior to his mental health crisis beginning in July, 2025.
20. I find that in these circumstances it is appropriate to give the Tenant an opportunity to continue to this tenancy. This is in part an accommodation of the Tenant's disability, as it is clear to me that the incidents complained of in the notices of termination, and the following incidents complained of, are a direct result of the Tenant's disability, and it being then untreated. The Tenant should not take this opportunity lightly. If the Tenant fails to continue his treatment and displays similar behaviour in the future, the Tenant is not likely to be given a further opportunity to maintain his housing.
21. I find that the appropriate conditions relate to the Tenant impairing the safety of others and committing illegal acts within the residential complex. While the Landlord requested further conditions, I find that I did not have adequate evidence before me to impose conditions related to smoking in common areas or substantial interference with reasonable enjoyment, including related to verbal abuse.
22. I find in this instance that imposing conditions for a period of two years is appropriate given the seriousness of the incidents before me, but that imposing conditions for the duration of the tenancy would be excessive.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of two years from April 15, 2026 to April 14, 2028, the Tenant shall not seriously impair the safety of any person or commit an illegal act within the residential complex, including but not limited to by assaulting any person within the residential complex or pulling the fire alarm without due cause to do so.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% annually on the balance outstanding.

April 22, 2026
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

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