



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003664-26

In the matter of: 1411 NEEBING AVENUE
THUNDER BAY ON P7E 6T5

Between: Maria Palermo Landlord

And

William Wanzuk Tenant

Maria Palermo (the 'Landlord') applied for an order to terminate the tenancy and evict William Wanzuk (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.

This application was heard by videoconference on April 13, 2026.

The Landlord's representative Felice Soke, the Tenant and the Tenant's representative Caycie Soke attended the hearing.

Determinations:

1. On December 31, 2025, the Landlord gave the Tenant an N7 notice of termination containing a termination date of January 11, 2026. The notice of termination alleges the Tenant has seriously impaired the safety of another person in the residential complex.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord alleges that during a dispute with the Landlord's agents Carmine Ciccone (CC) and Thresea Ciccone (TC), the Tenant uttered a threat to one of the Landlord's agent.
4. The Tenant resides in a single-family dwelling.
5. The Landlord's grandson/representative Felice Ciccone (FC) testified that his parents (the "Landlord's Agents") and two municipal representatives attended at the rental unit on December 30, 2025 as a result of water meter burst. According to FC, the burst was the result of the Tenant insufficiently heating the rental unit. Upon arrival at the home, FC testified that an argument ensued whereby the Tenant uttered a vulgarity towards the Landlord's Agents and made the following verbal threat: "...you want a shot in the F** head?, Come on!". While the Landlord's Agents did not testified at the hearing, FC produced a

recording whereby an argument between the parties was heard, making the alleged threat difficult to make out. FC testified his parents interpreted the Tenant's statement as a serious threat to their life and the matter was reported to police.

6. The Tenant does not deny uttering the words in question. The Tenant elaborated nonetheless that he does not possess a firearm and that he was referring to a "shot" with his "fist". The Tenant further clarified that notwithstanding the words used, he "*would have never done it*". According to William Wanzuk (WW), no police charges were ever laid.
7. The onus to prove the allegations on a balance of probabilities rests with the Landlord.
8. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Divisional Court found at paragraph 17:

[17] ...In 2276761 *Ontario Inc. v. Overall*, 2018 ONSC 3264, the Divisional Court made it clear that serious impairment of safety includes both actual impairment and a real risk of impairment. In other cases, the Board has held that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:

- i. the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
 - ii. a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
 - iii. Extremely loud and intense arguments could easily result in violence and would be a safety hazard.
9. Based upon the evidence presented, I find the threat was made to the Landlord's Agents and that the incident took place within the residential complex. The threat appears to have been made spontaneously during a heated dispute and accordingly, I find the Tenant's version of events more believable that he was referring to physical contact using his hand/fist, as opposed to the Landlord's suggestion the Tenant was referring to use of a firearm. Regardless, and while the Tenant noted he is a senior and the Landlord had multiple agents in attendance, I am satisfied that the threat of physical aggression in the context of the heated dispute carried the potential for an outcome that has the risk of a substantial negative effect on a person's well-being. I therefore find on a balance of probabilities that the Tenant seriously impaired the safety of another person within the residential complex.

Section 83

10. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.

11. The Landlord seeks eviction, noting the serious nature of the allegation. The Landlord's representative further noted that since the dispute in question, the water meter has once again burst and the Landlord's representative indicated the Tenant became aggressive with him on a subsequent date in January 2026 while he was attending to a maintenance issue in the rental unit.
12. Here, the December 30, 2025 incident in question appears to have been made during a heated dispute and no pattern of similar threats being made was presented. The Tenant is also 76 years old and has resided at the rental unit for 26 years. The Tenant lives alone, is reliant upon pension/CPP income and testified at the current time, he has essentially no funds. The Tenant pays \$617.35/month in rent in the event eviction were ordered, the Tenant stated he would be homeless. At the hearing, it was also noted the Tenant has several serious medical issues.
13. While the Landlord's Agents did not testify at the hearing, the Landlord's representative FC advised that his parents feel a heightened level of concern for their safety when attending at the rental unit; albeit, the Landlord's Agents have continued to attend at the property since the incident in question.
14. Given the disclosed circumstances, in accordance with subsection 83 of the Residential Tenancies Act, 2006 (the 'Act'), I find it would not be unfair to grant relief from eviction subject to the conditions set out in this order. I certainly acknowledge the gravity of December 30, 2025 incident that gave rise to the N7 notice of termination, however, in light of the extenuating circumstances raised, I am satisfied that eviction would have a substantial negative impact on the Tenant. In granting relief from eviction, I have also considered the noted personal, health and financial circumstances raised, including the spontaneous manner in which the statement was made and the fact the Landlord's Agents have still attended at the rental unit since the incident in question. While I am sympathetic to the concerns raised by the Landlord, in the event the Tenant abides by the condition outlined in this order, those concerns will be satisfied

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall refrain from any act that seriously impairs the safety of any person in the residential complex.
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 *Residential Tenancies Act, 2006* (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 \$201.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$201.00.

6. If the Tenant does not pay the Landlord the full amount owing on or before May 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 10, 2026 at 4.00% annually on the balance outstanding.

April 28, 2026

Date Issued

Peter Nicholson

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.