



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Niagara Regional Housing v Clarke, 2026 ONLTB 27827

**Date:** 2026-05-06

**File Number:** LTB-L-016415-26

**In the matter of:** 1510, 15 GALE CRES  
ST CATHARINES ON L2R7G3

**Between:** Niagara Regional Housing Landlord

**And**

Francis "Frank" Clarke Tenant

Niagara Regional Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Francis "Frank" Clarke (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 31, 2026. The Landlord's Agent, R. Dagenais, the Landlord's Legal Representative, J. Callender, and the Tenant attended the hearing. The Landlord's witness, D. Odin (DO) was also present at the hearing.

### **Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy will continue if the Tenant meets the conditions set out below.
2. The Tenant is in possession of the rental unit.
3. On February 23, 2026, the Landlord gave the Tenant a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex (N7) with a termination date of March 23, 2026.
4. The Landlord alleged in the notice that on February 18, 2026, the Tenant assaulted the Landlord's security officer and his guest yelled at the officer. On February 19, 2026, the

Tenant threatened the same security officer with foul and abusive language, and his guest spat on another security officer.

5. The Landlord's witness, and security officer, DO, testified that on February 18, 2026, at about 11:15 p.m., he saw an elderly lady by the elevator who told him that she was there to visit the Tenant. DO got in the elevator with her to verify her statement, and once she got off the elevator and he saw the Tenant open his door to let her in, DO returned to the lobby.
6. DO further testified that a short while later, he observed the Tenant's guest return downstairs and then back upstairs. Soon after that, the Tenant came to ask about her whereabouts, then pushed DO to the wall and proceeded to punch and kick him. The Tenant, a senior, would not stop hitting DO even as DO tried to get away from him. The Tenant followed and continued to hit him until he got away and called the police.
7. At about 5:20 a.m., on the same date, the Tenant returned downstairs and verbally abused and threatened DO. The Landlord provided a video showing the Tenant getting in DO's personal space and appearing to speak aggressively to him. The Tenant then hit DO repeatedly, trapped him in a corner as he tried to get away and pushed him against the mailboxes.
8. The Landlord's Agent, RD, testified that on February 19, 2026, the Tenant's guest returned to the residential complex at about 1:00 p.m. As another security officer attempted to escort her out of the residential complex, she spat in his face.
9. RD further stated that no other incidents of concern have occurred since the N7 notice of termination was given to the Tenant because the Tenant removed himself from the residential complex. In March 2026, the Tenant contacted RD asking that a no trespass notice be issued against his guest. Although the Landlord did prepare the notice and post it in the building, the guest is yet to be served because the Tenant did not provide her address for service. The residential complex is a building occupied by seniors and RD was concerned that a Tenant who would attack a security officer would have little or no regard for other residents.
10. The Tenant testified that he was in bed on February 18, 2026, when he heard a knock on the door and his guest informed him that she was assaulted by DO who grabbed her and tried to remove her from the residential complex. The Tenant stated that he got upset, went in search of OD and his emotions got the better of him.
11. The Tenant acknowledged that RD subsequently told him that the Landlord's review of the incident did not support the claims made by his guest. The Tenant however, denied that his guest spat on a security officer.
12. The Tenant moved into the rent geared to income unit approximately four months ago. The Tenant is 63 years old and receives monthly income from the Ontario Disability Support Program (ODSP). The Tenant testified that he has a progressive heart failure, chronic obstructive pulmonary disease, asthma, and other health issues.

### Analysis

13. Section 66 (1) of the Residential Tenancies Act, 2006 ('the Act') provides that a Landlord may give a Tenant a notice of termination of the tenancy if an act or omission of the Tenant, seriously impairs or has seriously impaired the safety of any person; and the act or omission occurs in the residential complex.
14. In *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264, the Divisional Court reiterated that serious impairment of safety includes both actual impairment and a real risk of impairment. The court endorsed the Board's caselaw holding that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:
  - a. the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
  - b. a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
  - c. extremely loud and intense arguments could easily result in violence and would be a safety hazard.
15. In this case, there was actual harm, rather than merely a foreseeable risk of serious impairment to safety. I find that the Tenant seriously impaired the safety of the security officer by aggressively yelling at him and punching him repeatedly. This conduct occurred in the residential complex and has had a substantial negative impact on both the security officer and the Landlord, who is understandably concerned about the safety and well-being of other residents in the building.
16. In addition, while the Tenant denies that his guest spat on the other security officer, I find on a balance of probabilities that she did. The guest was untruthful when she accused DO of assaulting her and was likely untruthful about the spitting incident in the elevator.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

### Relief from Eviction

19. This is a short-term tenancy and as of the date of the incident, the Tenant had been in the rental unit for approximately 2 months.
20. The Tenant is a person with disabilities, resides in a subsidized unit, and is on a fixed income.
21. At the hearing, the Tenant expressed remorse for his conduct. I am satisfied that the Tenant's decision to remove himself from the residential complex following the incident, as well as his subsequent request to have his guest trespass from the residential complex, demonstrates his understanding that his conduct was unacceptable and must not be repeated.

22. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), I find that it would not be unfair to grant relief from eviction subject to the condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**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 the remainder of the tenancy, the Tenant, another occupant of the rental unit or someone the Tenant permits in the residential complex shall not impair the safety of anyone in the residential complex by:
  - a. spitting on them;
  - b. yelling aggressively at them or otherwise acting in a threatening manner; or
  - c. physically assaulting them.
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 \$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 May 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 18, 2026, at 4.00% annually on the balance outstanding.

**May 6, 2026**  
**Date Issued**

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Jitewa Edu  
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.