



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Canuel, 2026 ONLTB 39051

Date: 2026-05-21

File Number: LTB-L-019398-26

In the matter of: 208, 10 GLEN EVEREST RD
SCARBOROUGH ON M1N1J4

Between: Toronto Community Housing Corporation Landlord

And

Peter Canuel Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Canuel (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.

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 May 12, 2026.

The Landlord's Legal Representative, Lee-Anne Thibert attended the hearing. Witnesses for the Landlord, Sean Brosnan, Jules Visicale, Keegen White and Melvin Roxas attended the hearing.

The Tenant's Legal Representative, Seema Habib and the Tenant attended the hearing. A support person for the Tenant, Raymond Wares also attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. At the onset of the hearing, the parties stated there was no dispute from the parties regarding the factual claims in the N6 and N7 notice. They agree these claims constitute an illegal act and serious impairment of safety and requested to proceed to section 83 submissions.
4. The parties agree the Tenant was criminally charged for the occurrence that occurred on October 27, 2025, with the charge of Assault Cause Bodily Harm – contrary to Criminal Code s.267(b). A copy of the probation order was provided, which included the Tenant not be in contact with the victim from the occurrence on October 27, 2025. DOC-7921175. Page 2-3.
5. The parties agree the charges for the following were withdrawn:
 - a) Forcible Confinement – contrary to Criminal Code s.279(2)
 - b) Possess Prohibited/ Restricted Weapon – contrary to Criminal Code s.92(2)
 - c) Breach of Probation – contrary to Criminal Code s.733.1(1)

Analysis

6. Section 61(1) of the Act states that “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.” Landlord and Tenant Board Guideline 9 includes the following discussion of illegal acts:

The term "illegal" is not defined in the RTA but would include a serious violation of a federal, provincial or municipal law. If the illegality is trivial or technical, the act or business or occupation might not be considered serious enough to warrant eviction. An illegal act will be serious if it has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants. The seriousness of this ground can be seen in the fact that there is no opportunity in section 61 for the tenant to avoid termination by rectifying the illegal act.

7. Section 66 of the Act states:

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.

8. Based on the submissions at the hearing, I am satisfied the factual claims on the N6 and N7 constitute an illegal act and a serious impairment of safety.
9. I am satisfied the Tenant does not dispute the allegations and understands the admission/consent.

10. Section 75 of the RTA states:

The Board may issue an order terminating a tenancy and evicting a tenant in an application under section 69 based on a notice of termination under section 61 whether or not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation.

11. I accept some of the Tenant's charges against him were withdrawn, however, the Tenant does not have to be convicted of an offence for the board to consider for an illegal act.

12. The hearing proceeded to section 83 submissions.

Section 83

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (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.

14. The Tenant is 45 years old.

15. He was born in Jamaica and came to Canada when he was 7 months old with his mother. At the age of 13, he was left alone to live on the streets and was homeless.

16. Grade 10 is his highest education.

17. His source of income is on ODSP.

18. He has lived at the rental unit for approximately 7 years.

19. The Tenant was on a very long waiting list to secure his housing.

20. His current monthly rent is \$139.00 a month.

21. The Tenant suffers from anxiety and depression. He provided a letter dated November 27, 2019, from his psychiatrist that has been involved with his treatment and care since August 2009. This letter outlines his condition and how he is impacted. DOC-7921175.

22. He also provided a letter from his medical doctor dated May 8, 2026, which outlines the medications he has been prescribed for his condition. DOC-7928739.

23. He has no close family to assist him.

24. His partner recently passed away from cancer in March 2025.

25. He has never faced eviction before during his tenancy.

26. Since the incidents on January 23, 2025, and October 27, 2025, he has attended and completed an anger management course and is waiting to be enrolled in a grief counselling to further assist him with the grief he experiences due to the loss of his partner. He provided a letter dated May 7, 2026, from his parole officer that indicated he has completed his anger management program and has been referred to a psychologist at the Danforth Probation and Parole Office to receive grief counselling. DOC- 7921349.
27. The Tenant showed great remorse for his actions and stated he knows what he did was wrong and stupid. He states he had been going through a lot with stress and issues associated with dealing with the passing of his partner.
28. He states through his counselling he has been provided coping mechanisms to not allow his emotions to take over and is trying to move his life forward in a positive way.
29. He fears if he lost his housing, he would be homeless and does not want to have that experience again.
30. He states his housing is the only thing that he has.
31. The Landlord's witness, Sean Brosman who is a Community Safety Advisor with Toronto Community Housing testified there are many tenants in the building that are vulnerable and have additions and mental health issues.
32. He states the impact of an assault in the residential complex creates a situation of fear with other tenants in the residential complex.
33. On cross examination, he testified there are other tenants that live in the residential complex that have a criminal record.
34. The Landlord acknowledges and recognizes that this is an RGI Tenant, and he may be vulnerable, however, the Board should consider the unpredictable and disruptive behaviour and the impact this has on other tenants in the building.
35. The Landlord states Toronto Housing is not a supportive housing provider, and it is a requirement of multi level residential living that residents live peacefully either independently or independently with support.
36. The Landlord states Toronto Housing does not have the mandate or resources in place to ensure the tenants are following through by seeking support or abiding by other conditions that may be imposed by this Tribunal or other courts.
37. The Landlord states the medical letters provided by the Tenant do not state that his conditions were directly related to the assault and does not specifically list the symptoms of the diagnosis and what if any treatment or accommodation would ensure no future illegal acts occurred
38. The Landlord is seeking an expedited order.

39. In reference to the assault that occurred on October 27, 2025, while I find the Tenant engaged in an illegal act, the evidence established the incident was not a random act of violence, but rather a targeted confrontation between parties known to each other that had a history.
40. I find the safety of other tenants would be adequately addressed by the conditional order. The Tenant is following his conditions with the parole officer, and no further occurrences have taken place since the application was filed.
41. An eviction would undermine the Tenants progress to make positive changes in his life. An eviction also carries the distinct potential to result in homeless, leaving the Tenant acutely vulnerable.
42. Upon review of the case law provided by both parties and applying those legal principles to the specific facts of this case. I am satisfied the conditional order is appropriate.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - a) The Tennat shall not engage in any activity related to forceable confinement of another individual anywhere on the residential complex.
 - b) The Tenant shall not physically assault or cause bodily harm to any individual on the residential complex.
 - c) The Tenant shall not be in possession of any prohibited or restricted weapon anywhere on the residential complex.
 - d) The Tenant shall not breach his probation conditions.
2. These conditions will be in place for a one-year from the date of this order.
3. If the Tenant fails to comply with the conditions set out in paragraph 1(a-d) 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 June 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2026, at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Trish Carson
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.