



Order under Section 69 Residential Tenancies Act, 2006

Citation: Forest Park Circle Ltd v Dadzie, 2026 ONLTB 40057

Date: 2026-05-25

File Number: LTB-L-004631-26

In the matter of: 206, 4100 PONYTRAIL DR
MISSISSAUGA ON L4W2Y1

Between: Forest Park Circle Ltd Landlord

And

Phillip Dadzie Tenant

Forest Park Circle LTd (the 'Landlord') applied for an order to terminate the tenancy and evict Phillip Dadzie (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 April 15, 2026.

The Landlord's Legal Representative, David Ciobotaru, the Landlord's Agent, Gordana Milisic, the Landlord's Witness, Suzanne Assi, Laura Snelson ("Ms. Snelson"), the Tenant's Agent and occupant of the rental unit, and the Tenant's Legal Representative, Renisha Cox, attended the hearing.

At the outset of the hearing, the Landlord raised concerns as to whether Ms. Snelson should be excluded from the hearing until her testimony was required as she was an occupant of the rental unit and not the Tenant. I clarified with the Tenant's Legal Representative as to Ms. Snelson's capacity, and they confirmed that Ms. Snelson was an occupant of the rental unit but was also serving as the Tenant's Agent, and was the party authorized to instruct them. On that basis I determined it was appropriate for Ms. Snelson to remain throughout the hearing.

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 January 14, 2026, the Landlord gave the Tenant an N6 notice of termination and an N7 notice of termination, both deemed served the same date and based on the same factual allegations. The notices of termination allege that the Tenant or their occupant or guest committed an illegal act and seriously impaired the safety of another individual in the residential complex by:
 - a. On or about December 21, 2025 at approximately 11:30 a.m. the Tenant or another occupant of the rental unit approached another tenant while in visitor parking and proceeded to take photographs of the tenant's license plate and tenant, and falsely accused that tenant of spying on the individual's mother; and
 - b. On or about December 26, 2025 at approximately 10:30 a.m., the Tenant or another occupant of the rental unit approached the same tenant while parking in the residential complex. This individual again took photographs of the license plate and when the tenant got out of the car to ask the individual taking photos what they were doing, they pulled a knife out and threatened the tenant. The tenant ran away and phoned police.
4. Ms. Assi testified that she was the tenant in question who was approached by the individual taking photographs, and who was threatened by them with a knife. She testified that these incidents occurred in the parking lot of 1850 Rathburn Rd E, which is another apartment building in the residential complex, and were accurately reflected as described in the notices of termination. Ms. Assi testified that she took a video of the individual circling the car on the first date mentioned, and sent it to building management.
5. Evidence was taken in the hearing as to whether 1850 Rathburn Rd E was sufficiently connected to 4100 Ponytrail Drive to be considered part of the same residential complex. Based upon the physical connections between the building, including shared green space and the parking lots being connected by private road, as well as joint management of the buildings, I am satisfied that these buildings are part of the same residential complex.
6. The building management could not immediately identify the individual from Ms. Assi's video as the individual was not known to them. The police advised Ms. Assi to remove herself from the rental unit for approximately two weeks as a safety measure. Ms. Assi remains in fear to this day to utilize the parking lots in fear that this individual will return.
7. A video was played for Ms. Assi during the hearing of an individual walking in the hallway of the residential complex, and Ms. Assi confirmed that this was the individual involved in these incidents. The Landlord's Agent, a property manager for the residential complex, testified that the video shows the person heading to the laundry room in 4100 Ponytrail

Drive, and that a FOB registered to unit 206 was used to enter the laundry room by that individual.

8. The Landlord's Agent testified that after their superintendent was approached by the same individual in a manner that made him feel threatened on January 5, 2026, the Landlord's Agent pulled security camera footage and found the video of this individual. The Landlord's Agent confirmed with her superintendent that this was the same individual who had approached her superintendent, and the superintendent recognized the individual to be the same individual from the December 26, 2025 incident as Ms. Assi sought assistance from this superintendent on that date while being chased by the individual.
9. Ms. Snelson testified that when she was informed of these incidents through receipt of the notices of termination, she confronted an occupant of rental unit, known as Adam Winski or Adam Winsky ("Mr. Winski"), as to the incidents. Mr. Winski admitted to taking photographs of the license plates in the residential complex, but did not acknowledge that there was a knife involved in the incidents.
10. I am satisfied based on the above that the individual who committed the acts as described in the notices and as testified to by Ms. Assi, was in fact Mr. Winski, and that Mr. Winski was an occupant of the rental unit.
11. I find that Mr. Winski, an occupant of the rental unit has seriously impaired the safety of Ms. Assi, by brandishing a knife and approaching Ms. Assi in a threatening manner. This conduct occurred in the residential complex.
12. I also find that Mr. Winski, an occupant of the Tenant's rental unit, has committed an illegal act in the residential complex by carrying or possessing a weapon for a purpose dangerous to the public peace, contrary to section 88 of the *Criminal Code* RSC, 1985 c. C-46, which states:

"88 (1) Every person commits an offence who carries or possesses a weapon, an imitation of a weapon, a prohibited device or any ammunition or prohibited ammunition for a purpose dangerous to the public peace or for the purpose of committing an offence."

13. I am satisfied that the incident as described meets the threshold for the offence on a balance of probabilities in accordance with the test as articulated in *R. v Kerr*, [2004] 2 S.C.R. as I am satisfied that Mr. Winski subjectively intended to cause intimidation to Ms. Assi by brandishing a knife and approaching her, and objectively that brandishing a knife did disturb the public peace by causing intimidation to Ms. Assi.
14. The Landlord seeks termination of the tenancy as they submit this incident was very serious in nature and could have resulted in great harm to residents of the residential complex. Further, Ms. Assi still lives in fear due to this incident and knowing that the Tenant is no longer present would assist Ms. Assi in feeling more comfortable in the residential complex. The Landlord submits that the Tenant is responsible for their occupants and that an incident this serious from someone living in the rental unit should result in termination of the tenancy.

15. The Tenant seeks relief from eviction as they were completely unaware that these incidents took place, and had no forewarning that Mr. Winski would commit or was capable of committing the sort of behaviour described above. Ms. Snelson testified she was aware that Mr. Winski was a CAMH patient and struggled with mental health issues, but was unaware of any behaviour similar to this.
16. Ms. Snelson is the brother-in-law of the Tenant. Ms. Snelson, her partner, their child, and the Tenant all live in the rental unit. The Tenant is often away for work, and so during a period when Ms. Snelson was on maternity leave, the Tenant took on Mr. Winski as an occupant to have additional contribution to the rent for a period of 3 months.
17. Ms. Snelson testified that they were informed of the incidents through the notices of termination on January 14, 2026, and by January 20, 2026, Mr. Winski no longer lived in the rental unit as he was told that he was required to leave. Ms. Snelson testified that Mr. Winski is no longer welcome at the residential complex, has not been back since, and will not be invited back by anyone living in the rental unit. The Tenant and all occupants of the rental unit have completely cut ties with Mr. Winski.
18. Ms. Snelson's daughter is now in daycare in a convenient location between the rental unit and her workplace, and it was very difficult to get a daycare spot in a convenient area. Ms. Snelson believes she may have to take time off work were they have to move in order to find a daycare location that would work. She also believes it would be difficult to find a new rental unit given her credit score took a hit during her maternity leave when the family was struggling to make sufficient funds to cover their expenses.
19. Ms. Snelson also testified that the entirety of their family support system who assist with the care of her daughter and help with her dog live in the area. Her employment is also very close by.
20. Ms. Snelson testified that their family has lived in the rental unit for 12 years.
21. There was no evidence that there was any other similar type of incident that has occurred with anyone related to the rental unit previously in this tenancy.
22. 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.
23. The incident on December 26, 2025 was very serious in nature. It is clear to me that there was a potential for serious harm to occur to Ms. Assi. This matter is not to be taken lightly.
24. However, I am not satisfied that it is appropriate in these circumstances to terminate the tenancy. This is the only time the Landlord alleges there have been issues related to this tenancy, and it was caused by a temporary occupant. That occupant was removed from the rental unit within a week of the Tenant being informed of the issue. I had no evidence that the Tenant or any occupant other than Mr. Winski was aware that something of this nature was happening or could happen, and the Tenant acted promptly to remove the individual when informed of it. I am satisfied on that basis that it is not unfair to the Landlord, or to other residents in the residential complex including Ms. Assi, to grant relief from eviction subject to the conditions below.

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 duration of the tenancy, the Tenant and any occupants or guests shall not invite, allow, or permit the individual known as Adam Winski or Adam Winsky to enter the residential complex or rental unit.
3. For a period of two years from May 25, 2026 to May 24, 2028, the Tenant and any occupants and guests of the rental unit:
 - a. shall not seriously impair the safety of another individual in the rental unit or residential complex; and
 - b. shall not commit an illegal act within the rental unit or residential complex involving a weapon, disturbance of the public peace, intimidation, violence, or the threat of violence.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.

May 25, 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.