



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-040310-25

In the matter of: 1103, 155 SHERBOURNE ST
TORONTO ON M5A 3W2

Between: Toronto Community Housing Corporation Landlord

and

Alexis Regelous Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Alexis Regelous (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; and
- 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 24, 2026.

The Landlord's representative, Laura MacPhee, and the Tenant and her support person, Carl Schuetz, attended the hearing. The Tenant authorized Mr. Schuetz to speak on her behalf while she remained present and also testified 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, I granted relief from eviction subject to the conditions set out below.

Notice of Termination

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On April 16, 2025, the Landlord gave the Tenant an N6 and an N7 notice, with a termination date of May 16, 2025. Both notices of termination contain the following allegations:

“On July 28, 2024, the Tenant, the Tenant’s occupant and/or guest and two other individuals were involved in a verbal altercation inside the rental unit that escalated in the lobby of the residential complex. The Tenant and the Tenant’s guest then attended the lobby of the residential complex followed shortly by the victim and the witness. The Tenant’s guest then approached the victim and struck him with both hands. The victim fought back by pushing the Tenant’s guest away with both hands. The Tenant then removed a knife from her purse, held it out, and pointed it towards the victim. While the Tenant walked towards the Victim with the knife out, the Tenant stated to the Victim, “I am going to fucking stab you.” As a result of the foregoing, the Tenant was arrested and charged with assault with a weapon; possess weapon for an offence; and uttering threats of bodily harm.”

“On July 31, 2024, the Landlord’s staff conducted an inspection in the Rental Unit and observed the smoke detector was missing. This constitutes a serious fire and/or life safety hazard as occupants will not receive early warning and time to escape during emergency situations thereby increasing the risk of fire related injuries and death.”

Submissions and Evidence

4. The Landlord’s representative referred to the general occurrence record (GO#2024-1663443) reported on July 30, 2024 and submitted by Lesile Ganan. The investigator named on the report is Daniel Mcdonald #11557.
5. The Landlord called Officer Daneil Macdonald of the Toronto Police Service as a witness. Officer Mcdonald testified that he was the case manager assigned to the police investigation and prepared the prosecution summary related to the incident. Officer Macdonald testified that he was not personally present during the altercation and that portion of his evidence derived from the police investigation and information obtained from attending officers and witnesses.
6. Officer Mcdonald testified that the prosecution summary provides that on July 28, 2024, an altercation occurred involving the Tenant, her guest Philip Perino, and other individuals. According to the prosecution summary, the altercation began inside the residential complex and continued outside the building. The Tenant removed a knife with an orange handle from her purse, pointed it toward another individual, and threatened to stab him.
7. The Tenant was charged with assault, assault with a weapon, possession of a weapon for the purpose of committing an offence and uttering threats of bodily harm. These charges were later resolved by way of a peace bond. This was also confirmed by the Tenant.
8. The Tenant testified that Philip Perino, who was her former boyfriend, and her brother’s two friends were involved in the altercation. She stated an argument arose concerning property damage and that a physical fight later occurred between Philip Perino and another individual in the lobby area of the residential complex.

9. The Tenant acknowledged during her testimony that she removed a knife during the incident because she was frightened and wanted to deescalate the situation by scaring the individuals involved in the fight. She denied threatening to stab anyone and denied stating, "I am going to fucking stab you." Following the incident, the Tenant indicated that she ended her relationship with Philip Perino and no longer has contact with him. She also testified that she no longer has contact with her brother who now resides with her grandmother.
10. The Tenant testified regarding the smoke detector allegation. She stated that a friend who assisted her with cleaning the rental unit removed the smoke detector. The Tenant was unable to reinstall it due to her height and requested the Landlord's assistance. After the Landlord reinstalled the smoke detector, she was informed that the matter would be treated as a warning.

Analysis and Findings

a. Termination for cause, Illegal Act

11. Subsection 61(1) of the *Residential Tenancies Act, 2006* (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."
12. The term "illegal act" is not defined in the Act but caselaw and LTB Interpretation Guideline 9 suggest that it includes a serious violation of a federal, provincial or municipal law that has the potential to affect the character of the premise or disturb the reasonable enjoyment of the landlord or other tenants: *Samuel Property Management Ltd. v. Nicholson*, 2002 CanLII 45065 (ON CA) at para 28. Although Officer McDonald was not present during the altercation, I accept that his evidence was derived from the police investigation and prosecution summary he prepared as a case manager.
13. I also accept his evidence that the Tenant was charged with assault, assault with a weapon, possession of a weapon for an offence and uttering threats of bodily harm arising from the July 28, 2024 incident. I further accept the Tenant's testimony that an altercation occurred involving her former boyfriend, her brother's friends, and another individual within the residential complex.
14. While the Tenant denied threatening to stab anyone or stating, "I am going to fucking stab you," I have considered the prosecution summary and the Tenant's admission that she intentionally produced the knife during the confrontation in order to frighten those involved, and on a balance of probabilities I find that the Tenant threatened another individual while holding the knife during the altercation. I also find the altercation began within the residential complex and continued into the exterior courtyard area of the residential complex.
15. Therefore, I am satisfied that the conduct occurred in the residential complex within the meaning of s. 61(1) of the Act. In addition, based on the evidence before me, I also find that the Tenant's conduct in exhibiting a knife and threatening another individual constitutes an illegal act within the meaning of s. 61(1) of the Act.

b. Termination for cause, Act Impairs Safety

16. Subsection 66(1) of the Act states “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.”
17. On the N6/N7 notice, the Landlord alleges that “on July 31, 2024, the Landlord’s staff conducted an inspection of the Rental Unit and observed the smoke detector was missing. The Landlord further alleges that this constitutes a serious fire and/or life safety hazard as occupants will not receive early warning and time to escape during emergency situations thereby increasing the risk of fire related injuries and death.”
18. I accept the Tenant’s evidence that a guest removed the smoke detector while assisting her with cleaning and that she was unable to reinstall it due to her height. The smoke detector was subsequently reinstalled by the Landlord. Based on the evidence before me and on a balance of probabilities, I am not satisfied, that the Tenant or the Tenant’s guest seriously impaired the safety of another person in the residential complex by removing the smoke detector within the meaning of subsection 66(1) of the Act. I find the Landlord’s evidence regarding the smoke detector to be limited. There was insufficient evidence regarding how long the detector remained disconnected, whether the conduct was repeated, or whether any person was placed at an actual risk of harm. Therefore, this allegation is dismissed.

Relief from Eviction

19. 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. I find it reasonable to provide the Tenant with an opportunity to preserve her tenancy subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
20. While the Landlord’s representative requested to terminate the tenancy, I find the Tenant’s apology for her actions to be genuine. The Tenant also requested an opportunity to preserve her tenancy. She testified that she has lived in the rental unit for approximately five years. She stated that this was her first incident involving the police, that she lives alone and has no other stable housing options. She also indicated that she has mental health issues.

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 Tenant shall not commit an illegal act or permit an occupant or invited guest to commit an illegal act in the rental unit or residential complex for the duration of the tenancy.

2. If the Tenant fails to comply with the conditions set out in paragraph 1 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 Board without notice to the Tenant.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Adeela Alvez
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.