



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

File Number: LTB-L-019066-26

In the matter of: 46 GARDENWOOD DR
LONDON ON N6J3M6

Between: SIFTON PROPERTIES LIMITED

Landlord

And

DAVID THOMAS
WILLIAM THOMAS

Tenants

Sifton Properties Limited ('SPL' or the 'Landlord') applied for an order to terminate the tenancy and evict David Thomas and William Thomas ('DT' and 'WT' or collectively, the 'Tenants') because: the Tenants, another occupant of the rental unit or a person the Tenants 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. (L2 application)

This L2 application was heard by videoconference on April 27, 2026.

Only the Landlord's Legal Representative, Marissa Carilla-Singh ('LLA'), attended the hearing. Michelle Pascoe ('WIT') was also present and she testified as a witness for the Landlord.

As of 10:07 am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or the claim for compensation in the L2 application. Therefore, the L2 application is dismissed.
2. The Tenant was in possession of the rental unit on the date the L2 application was filed.
3. N7 Notice of Termination :- On March 3, 2026, the Landlord served the Tenants an N7 notice of termination. The notice of termination contains the following allegations: on February 27, 2026, the conduct of the Tenants seriously impaired the safety of other tenants and children, causing one of the nearby residents to leave their home temporarily. I noted that no other details about the conduct or about the alleged impairment to safety

were set out in the N7 notice, but I was satisfied there was just enough information in the N7 for a merits hearing to be held.

4. The Landlord confirmed the Landlord's residential complex comprises townhomes – the rental is one of those townhomes- that are fronted by a public street.
5. WIT identified herself as a resident of the Landlord's residential complex, who lives next door to the rental unit. WIT provided testimony about what she saw from her home at about 11:30 am on February 27, 2026. She testified she saw a vehicle shaking oddly, that was parked on the public street immediately in front of her home.
6. She described how a man emerged from the back passenger side (ripped shirt, green dark pants), to physically fight (fist fight) with another man (white shirt) in the middle of the street. There was also a woman who emerged from the rear driver's side, WIT said, who she recognized as a lady who lives in the rental unit. WIT was unable to identify either of the male combatants. The fight in the street led to the man in the white shirt running off and the vehicle taking off quickly (a fourth person, presumably the driver, never emerged from the vehicle). WIT stated the lady and the man in dark pants then moved quickly into the rental unit. WIT testified that she heard loud swearing and some banging of items when the two people were inside the rental unit.
7. WIT was asked whether she had witnessed or had knowledge of any fist fight, or any kind of physical altercation, that happened in the rental unit or on the residential complex. She answered "no", the only fighting that she saw happened in middle of the street. She explained she was so shaken from what she had seen that she left her home temporarily, and to date she still worries about her safety. WIT said that from time to time, she still hears the rental unit residents yelling profanities inside but there has been nothing else.
8. Analysis:- The relevant provision of the *Residential Tenancies Act, 2006* (the 'Act') for the N7 notice in this L2 application is found in subsection 66(1) of the Act. That subsection is set out below for quick reference:

"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.**" (emphasis added)*
9. Based on what was given to me to consider, nothing in the rental unit or in the rental unit's residential complex happened that could lead to a successful claim under subsection 66(1). All of the fist fighting or physical altercation took place on the public street away from and in front of the Landlord's residential complex. The LTB can only make findings of fact for "serious impairment of safety" claims that the statutes allow for.
10. As well, I considered WIT's testimony about when the lady and the man in the dark pants had retreated to the rental unit after the street fight ended. I do not find that a neighbour who hears other neighbours yelling, swearing or banging things inside their home has likely led to their safety somehow seriously impaired. The rental unit residents were not targeting WIT with their comments but most likely were expressing their post-fight anger and upset inside the rental unit. WIT might have claimed the peaceful enjoyment of her own tenancy had been interfered with, but that type of a claim would not reach the

threshold of WIT's personal safety being seriously impaired. To reach the threshold for a serious safety impairment claim, there must be actual impairment or harm, or a real risk that harm or impairment could occur. Case law to support this comes from the Divisional Court in *Musse v. 6965083 Canada Inc.*, 2021 ONSC 1085. In that case, the Divisional Court affirmed that impairment of safety includes both actual impairment and a real risk of impairment.

11. Consequently, the Landlord's L2 application, which is based on the N7 notice of termination as set out above in paragraph 3, must be denied.

It is ordered that:

1. The Landlord's L2 application is dismissed.

May 27, 2026
Date Issued

Alex Brkic
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.