



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cityhousing Hamilton Corporation v Wilson-Oddi, 2026 ONLTB 42514

Date: 2026-05-29

File Number: LTB-L-012600-26

In the matter of: 1114, 181 JACKSON ST W
HAMILTON ON L8P1L8

Between: Cityhousing Hamilton Corporation Landlord

And

Robert Wilson-Oddi Tenant

Cityhousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Wilson-Oddi (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 26, 2026.

The Landlord's representative Vladimir Molatchenko and the Tenant attended the hearing. Hannah Khodeir testified for the Landlord.

Reasons:

1. On November 8, 2025, the Tenant brutally assaulted two people in the residential complex. He says that the assault was warranted because he thought that his victims were drug dealers. He plans to continue assaulting people he believes to be drug dealers.
2. For the following reasons, there is no possibility of rehabilitating this tenancy. The tenancy will be terminated.

Adjournment request

3. At the start of the hearing, the Tenant asked that the matter be adjourned. He said that he suffers from schizencephaly, which causes him cognitive delay. As a result, he said that he takes three to five times longer to understand complex legal documents than another person would. He also said that he suffers from seizures, which leave him disoriented for several days. As a result, he asked for more time to prepare for the hearing.
4. In support of his request, the Tenant provided a doctor's note which states, in its entirety, "the above named patient has ADHD, Schizencephaly that affects his cognitive issues."
5. The Landlord opposed the request. The application alleges a serious unprovoked assault. Adjourning the matter would significantly prejudice the Landlord and impede its ability to address a serious safety concern.
6. When asked how an adjournment would assist him in preparing for the hearing, the Tenant said that it would give him more time to gather evidence. When asked what evidence he intended to gather, he said that it was evidence in the Landlord's possession, which he had requested on May 14, but which the Landlord had not provided.
7. There were three problems with the Tenant's request. First, the Landlord's alleged refusal to provide the requested evidence was not related to the Tenant's cognitive impairment.
8. Second, Rule 19 only required the Landlord to disclose the evidence that it intended to rely upon in the hearing. It disclosed its evidence as required on May 19. The Landlord was not required to comply with the Tenant's request that it provide copies of other documents in its possession.
9. Third, and most importantly, the documents the Tenant says he requested were not relevant to this proceeding. They pertained to records of other dealings he had with the Landlord, unrelated to the allegations at issue before me.
10. For those reasons, and in light of the prejudice to the Landlord, I denied the adjournment request.
11. Partway through the hearing, a fourth problem with the Tenant's adjournment request became apparent. It turns out that the Landlord did in fact provide at least some of the requested documents in its May 19 disclosure. The disclosure included a 20-page book of documents, in pdf format. The Tenant received the pdf, but says that he could only view the table of contents. It turns out that the pdf included some of the documents that the Tenant had claimed the Landlord had refused to provide. Hence if the Tenant was not fully prepared for the hearing, it was because he had failed to take any steps to resolve his difficulty in viewing the pdf which was properly disclosed to him.

Grounds for eviction

12. The Landlord applies to terminate the tenancy based on an N6 notice alleging that the Tenant committed illegal acts in the residential complex, and an N7 notice alleging that the Tenant seriously impaired the safety of persons in the complex.

13. The notices alleged three incidents, but the first of them, which occurred on November 8, 2025, is sufficient to decide the Landlord's application. The incident was captured by security camera footage which is in evidence before me.
14. The footage shows several people standing in an outside common area in the residential complex, including the two victims and a woman who the Tenant says was his girlfriend at the time. The Tenant arrives on the scene, and his girlfriend points to one of the victims. Immediately, without preamble or provocation, the Tenant approaches the victim and begins punching him repeatedly. The victim falls to the ground, where the Tenant continues to pummel him.
15. The other victim holds up his hands in a placating gesture. The Tenant begins punching him and, when he also falls to the ground, continues punching and kicking him.
16. The Tenant's conduct was obviously an illegal act of assault contrary to the *Criminal Code*. I am also satisfied that his conduct seriously impaired the victims' safety. The attack was vicious, brutal, and sustained.
17. The grounds for eviction have been made out. The only real question in this case is whether relief from eviction should be granted.

Should eviction be refused or postponed pursuant to section 83(1)?

18. I have considered all the disclosed circumstances, and find that it would be unfair to refuse or postpone eviction pursuant to section 83(1) of the *Residential Tenancies Act, 2006* (RTA).
19. The Tenant's explanation for the assault is that he believed that the victims were drug dealers who had threatened his girlfriend. For that reason, he believed that assaulting them was appropriate.
20. At the time, the Tenant was subject to a probation order which required that he keep the peace. When asked on cross-examination whether he had kept the peace in the November 8 incident, the Tenant replied "that was my objective. I stand by that. I had no intent to harm anybody." In other words, he believes that he is entitled to "keep the peace" on the premises by attacking drug dealers. When asked whether he poses a risk in the building, he replied "I pose a risk to people that want to commit crime."
21. In one sense, the Tenant expressed regret for his actions. However, his regret is that he has since learned that his girlfriend was manipulating him. The victims had not threatened her, and may not have been drug dealers. He regrets having believed what he now considers to have been false accusations. However, he maintains his view that, if the victims had been drug dealers, his actions would have been appropriate.
22. In closing argument, the Tenant maintained that he "did what I thought was right" and was "defending people."
23. It goes without saying, but I will say it anyway for the Tenant's benefit: vigilantism is illegal. Assault is a crime, regardless of who the victim is. The Landlord is entitled to expect that

assaults not take place on its property. The Tenant's position that he is entitled to assault criminals is entirely meritless.

24. On the evidence before me, the Tenant intends to continue to assault people he believes to be drug dealers. It would be unfair to the Landlord to refuse or postpone eviction in these circumstances. The tenancy must be terminated immediately to alleviate the serious ongoing safety risk posed by the Tenant's continued presence in the building.

Is the *Human Rights Code* engaged?

25. I have also considered whether the Tenant's disabilities give rise to a duty to accommodate him pursuant to the *Human Rights Code* and, if so, whether the Landlord has met that duty.
26. The Tenant did not testify that his disabilities caused or contributed to his decision to assault people he believed to be drug dealers. He maintained that he assaults drug dealers because it is appropriate to do so, not because of any cognitive impairment.
27. Rather, the Tenant testified that his cognitive impairments made him unusually credulous, such that he believed his girlfriend's accusations against the victims.
28. The Tenant's contravention of the RTA in this case was not that he believed his victims were drug dealers; it was that he assaulted them. There is no evidence that his decision to assault people he believed to be drug dealers was connected to his disabilities. The *Code* is not engaged.
29. In the alternative, if the Tenant's conduct was caused by his disabilities, then the Landlord has met its duty to accommodate him. When asked what the Landlord could have done to support him, the Tenant's only answer was that it could have given him a warning instead of initiating an eviction proceeding. The problem with that argument is that the eviction proceeding itself should have served as a warning to the Tenant to change his behaviour. He has not heeded the warning, and intends to continue the behaviour.
30. There is no evidence of anything else that could be done to assist the Tenant in ceasing to commit assaults. To continue the tenancy would impose undue hardship on the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 3, 2026.
2. If the unit is not vacated on or before June 3, 2026, then starting June 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 4, 2026. The Sheriff is requested to expedite the enforcement of this order.

4. The Tenant shall pay to the Landlord \$255.92, which represents compensation for the use of the unit from April 1, 2026 to May 26, 2026.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting May 27, 2026 until the date the Tenant moves out of the unit.
6. The total amount the Tenant must pay the Landlord is \$255.92.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 4, 2026 at 4.00% annually on the balance outstanding.

May 29, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 4, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.