



Order under Section 69 Residential Tenancies Act, 2006

Citation: Fred Victor Centre v Goguen, 2026 ONLTB 44447

Date: 2026-06-05

File Number: LTB-L-007139-26

In the matter of: 423, 145 QUEEN ST E
TORONTO ON M5A1S1

Between: Fred Victor Centre Landlord

And

Annette Goguen Tenant

Fred Victor Centre (the 'Landlord') applied for an order to terminate the tenancy and evict Annette Goguen (the 'Tenant') because:

- 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 9, 2026.

Only the Landlord's Agent Vee Guevara (VG) attended the hearing.

As of 9:38 a.m., the Tenant was 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.

After the matter had proceeded and concluded unopposed, and the Landlord's Agent had left the hearing room, the Tenant attended at 10:16 a.m. and advised she had signed in late; however, the Board file did not reflect such issue was communicated prior to the hearing and so this order has issued based on only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. **Therefore, the tenancy shall terminate on July 31, 2026.**
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 9, 2026, the Landlord gave the Tenant an N7 notice of termination (N7 Notice) with a termination date of January 30, 2026. The notice of termination alleges that the Tenant's behaviour has seriously impaired the safety of other tenants and this behaviour has occurred in the residential complex, specifically from October 2025 to December 2025 she had called the police reporting unfounded heinous crimes occurring in the residential complex and had become threatening and abusive to other tenants and the Landlord's staff on numerous occasions. Moreover, the Tenant experienced episodes which resulted in her assaulting, threatening and verbal harassment to other tenants in the residential complex.

Legislation

4. The application associated with the N7 Notice is made under Section 66 (1) of the *Residential Tenancies Act (2006)* ('the Act') which 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.

[Emphasis added]

5. Pursuant to section 66 of the Act, a landlord may give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex.
6. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the Tenant's actions put someone at serious risk of physical harm. Not every risk of physical harm to another will meet the test, as the impairment of safety must be serious.
7. The Landlord's Agent VG is a full-time employee of the Landlord, who provides 24 hour supportive housing to vulnerable tenants. VG provided uncontested testimony and substantiating documentation that the Tenant has had long standing mental health issues that have exacerbated as of late and has resulted in numerous unfounded claims of heinous crimes such as bodies hanging in trees where Toronto Police Service was called, and when the Landlord's staff attempted to advise the Tenant of this and deescalate her hallucinations and or psychosis, she would become verbally abusive, threatening and combative. VG further testified while some behavioural outbursts is understandable given

the Tenant's mental health struggles, the Tenant's behaviour has severely declined as of late and was the precipice of this herein application. VG testified that the Landlord is a 24-hour supportive housing, with 24-hour staff, including security, and a doctor on site, and the Landlord and its staff work with individuals with concurrent disorders of mental health and addiction, with support and community doctors and drop in services from the community.

8. VG provided further uncontested testimony and documentary evidence of alleged incidents in the N7 notice specifically that the Tenant shares a bathroom, a living room and a kitchen with two other tenants, and that on October 23, 2025, the Tenant spat on one of the other tenants' face and verbally harassed him by calling him derogatory names. This tenant has reported being unsafe since December 2, 2025, and continues to report this. The Tenant has further threatened one of the other tenants that share the common area that she would shoot him as she alleged, he stole her phone, which was not the case. The other tenant scared for his well being locked himself in his room and the Tenant proceeded to bang on his door and try to get into his private unit.
9. VG provided further uncontested testimony that the Tenant is 52 years old and has resided at the residential complex for 25 years and refuses to seek help from supports provided by the Landlord. The concern is that her erratic behaviour which includes hallucinations of vivid heinous crimes, in one instance blood running down from roof where the Tennat alleged bodies of individuals were and her psychotic episodes are becoming more prevalent. The Landlord has provided numerous warning letters which were submitted as documentary evidence regarding her behaviour and the Landlord's concerns and agencies that can help the Tenant prior to the service of the N7 notice, but the behaviour since the N7 notice has only intensified and the Landlord has been forced to bring this application.
10. VG testified that the Landlord's employees and Agents of the Landlord are fearful to enter the Tenant's rental unit as a result of safety concerns due to her erratic behavior, and the confrontations as a result of her mental health. Furthermore, other tenants of the residential complex, including the tenants that share common areas with the Tenant are fearful and have reported to the Landlord that they fear reporting further incidents, due to potential retribution sought by the Tenant. VG further testified the Landlord has attempted to work with the Tenant to encourage her to seek the necessary support and to connect her with her case manager at the Centre for Addiction and Mental Health (CAMH) and to work with the housing office manager, but the Tenant has refused all encouragement for assistance, and unfortunately the Landlord is compelled to bring this herein application as while the Landlord provides supportive housing for tenants, it is quite obvious this is not suitable for the Tenant. Hence the Landlord was seeking a standard eviction but would be amicable to a delayed eviction at the Board's discretion.
11. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), the Divisional Court confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment.
12. In my view, I am satisfied that the Tenant's conduct as enumerated, while may be no fault of her own and seems to be a result of her mental health issues, constitutes a serious

impairment of safety to another person on a balance of probabilities, which occurred in the residential complex. While thankfully, no one was seriously injured, these acts can cause substantial injury. The Tenant's conduct towards other tenants and the Landlord's staff is dangerous and has included both actual impairment of safety and a real risk of impairment.

13. Based on the evidence before me, I am satisfied that the Tenant engaged in the conduct as detailed in the N7 Notice and, as such, has seriously impaired the safety of another person in the residential complex.
14. I have considered all the uncontested evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

RELIEF FROM EVICTION

17. 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 postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act, but would be unfair to delay the eviction any further.
18. The Landlord's Agent, VG submitted that the Tenant has resided in the residential complex for half her life, and suffers from mental health issues, which has exacerbated since the application was filed, and consistently declines support services brought forth by the Landlord, which would assist the Tenant with her behavioral tendencies, to no avail. Further, the Tenant poses a continued risk to the other occupants and staff in the building.
19. Given the circumstances, I find that a short delay in eviction is appropriate. This will allow the Tenant some time to find alternate housing, while reducing any further prejudice to the Landlord.
20. This Order contains all of the reasons within it. No other order shall be issued.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 5, 2026
Date Issued

Panagiotis P. Roupas
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 February 1, 2027 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.