



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-037131-26

In the matter of: 20, 121 LAKE DR N
KESWICK ON L4P3C8

Between: ICARUS INC Landlord

And

CURTIS J WALSH Tenant

ICARUS INC (the 'Landlord') applied for an order to terminate the tenancy and evict CURTIS J WALSH (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 June 11, 2026.

Only the Landlord's agent, N. Ieraci, and the Landlord's legal representative, V. Bhardwaj, attended the hearing. M. Sheridan was also present as the Landlord's witness.

As of 10:26 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.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on June 27, 2026. The Tenant must move out of the rental unit on or before June 27, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On April 15, 2026, the Landlord gave the Tenant an N7 notice of termination with a termination date of April 30, 2026. The notice of termination alleges that the Tenant has seriously impaired the safety of another person and the act or omission occurred in the residential complex.
4. Marc Sheridan (MS), the Landlord's superintendent, testified that he resides in the same residential complex as the Tenant. MS testified that on February 17, 2026, at approximately 7:00 a.m., the Tenant approached his bedroom window, pounded on it, and yelled "get up, it's time to be a plumber".
5. MS further testified that later that morning, at approximately 8:00 a.m., the Tenant attended the management office and became verbally and physically aggressive, striking MS on the right side of his chin.
6. MS testified that the Tenant was arrested and charged with assault. Although the Tenant has previously threatened to "knock him out", MS testified that those incidents were verbal in nature and that February 17, 2026 was the first physical altercation. MS further testified that a restraining order was issued against the Tenant. According to MS, after the Tenant was released, he engaged in a further verbal altercation with MS, resulting in police being called again.
7. MS testified that he fears for his safety, does not know what the Tenant may do, and feels as though he must constantly be on guard while carrying out his day-to-day duties for fear of encountering the Tenant.
8. Nella Ieraci (NI), the Landlord's property manager, testified that she became aware of the February 17, 2026 incident after it occurred. NI testified that the Tenant is difficult to deal with and is frequently aggressive towards the Landlord's staff. NI further testified that the Tenant has, on several occasions, directed sexual comments towards a security camera, causing her to feel threatened and fearful for her safety. NI testified that police have been contacted regarding these incidents; however, she was advised that no action could be taken because the conduct did not constitute a criminal offence.
9. NI testified that the Tenant's behaviour is unpredictable and unprovoked. The Landlord requests termination of the tenancy.

Analysis

10. Section 66(1) of the Residential Tenancies Act, 2006, the ("Act"), provides that 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.

11. The Landlord submits that the Tenant's conduct during the February 17, 2026 altercation seriously impaired the safety of MS.
12. Based on the Landlord's uncontested evidence, I am satisfied, on a balance of probabilities, that the Tenant's conduct of striking MS seriously impaired the safety of MS, and that the conduct occurred in the residential complex.

Daily compensation, rent deposit

13. The Tenant was required to pay the Landlord \$1,279.32 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026 to June 11, 2026.
14. Based on the monthly rent, the daily compensation is \$30.46. This amount is calculated as follows: $\$926.34 \times 12$, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$850.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$86.37 is owing to the Tenant for the period from October 1, 2020 to June 11, 2026.
17. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

18. Based on the uncontested evidence before me, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant was not present to make submission on any relief sought.

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 27, 2026.
2. If the unit is not vacated on or before June 27, 2026, then starting June 28, 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 28, 2026.
4. The Tenant shall pay to the Landlord \$1,279.32, which represents compensation for the use of the unit from May 1, 2026 to June 11, 2026. Any payments made by the Tenant shall be deducted from this amount.
5. The Tenant shall also pay the Landlord compensation of \$30.46 per day for the use of the unit starting June 12, 2026 until the date the Tenant moves out of the unit.

6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$936.37 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$528.95.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 22, 2026
Date Issued

Mayra Sawicki
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 28, 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.