



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

File Number: LTB-L-009299-26

In the matter of: 447, 3333 FINCH AVENUE EAST
TORONTO ON M1W2R9

Between: ST. PAUL'S L'AMOREAUX CENTRE Landlord

And

PETER CLARK Tenant

ST. PAUL'S L'AMOREAUX CENTRE (the 'Landlord') applied for an order to terminate the tenancy and evict PETER CLARK (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 16, 2026.

The Landlord's Agent, Michico Tigas and the Landlord's Representative, Terrence Pochmurski and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the Tenant shall be required to comply with the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 3, 2026, the Landlord gave the Tenant an N7 notice of termination by placing a copy of said notice under the door of the rental unit. The notice of termination contains the following allegations: the Tenant has seriously impaired the safety of any person and the act, or omission occurred in the residential complex.
4. The Landlord's Witness, Roberto Quijano (R.Q.), is employed in the capacity of a janitor/custodian and is responsible for cleaning the rental property.

5. R.Q. testified that on April 19, 2025, he was performing his duties at the rental property when he was approached by the Tenant near the elevator. The Tenant began yelling and screaming at him and proceeded to physically punch him in the face multiple times. R.Q. testified that he did not understand why this happened and that the incident was unprovoked.
6. R.Q. testified that he reported the incident to his supervisor. He also testified that he did not sustain any injuries from the incident but remains fearful when around the Tenant as he is not certain if the Tenant will do this again.
7. On cross examination, R.Q. testified that the Tenant smelled as though he had been drinking at the time of the incident.
8. The Landlord's Witness, Michico Tigas (M.T.), is employed by the Landlord in the capacity of a facilities and property manager. M.T. testified that the Landlord maintains a detailed list of any incidents involving all the tenants. He also testified that the Tenant engaged in an incident on October 31, 2025, in which the Tenant physically assaulted a security guard on duty at the rental property. M.T. also testified that the security guard was no longer employed by the Landlord, and that M.T. was not present at the time of that incident and had no direct knowledge of such.
9. The Tenant testified that he does not specifically recall what happened on April 19, 2025, or October 31, 2025, and attributed his actions to being under the influence of alcohol. The Tenant testified that he has an alcohol addiction and has recently sought medical assistance and has been prescribed medication to assist him in quitting drinking.
10. The Tenant understood what he did was wrong and believed that he could change his ways and stop drinking. By doing so, the Tenant also feels he can continue residing in the rental unit without any further incident or issue.
11. Based on the evidence, I am satisfied that the Tenant has seriously impaired the safety of the janitor who the Tenant attacked and physically assaulted. This conduct occurred in the residential complex. The act of physically touching or assaulting someone is serious and the level of physical force used by the Tenant was sufficient to impair the safety of the janitor.
12. The Tenant was required to pay the Landlord \$1,377.09 in daily compensation for use and occupation of the rental unit for the period from February 20, 2026, to June 16, 2026. At the hearing, the Landlord's Representative submitted that the Tenant's account was up to date.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlord was agreeable to a short delay to allow the Tenant to secure alternative housing.
15. The Tenant sought relief stating that he no longer drinks and can abide by any conditional order issued by the Board.

16. Based on the evidence and circumstances of the parties, I find that it would be more appropriate to grant a conditional order allowing the Tenant the opportunity to maintain their residential tenancy if they meet the conditions as set out below. I make this finding because the Tenant acknowledges the issues or concerns and acknowledges that his behavior is because of his drinking. The Tenant has also taken steps to stop drinking. I feel the Tenant should be given one final opportunity.
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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall refrain from any personal contact with any Landlord staff, contractors, employees, or other residents within the residential complex. This means that the Tenant shall not touch anyone in the rental complex without their consent and authorization.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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 LTB without notice to the Tenant.
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 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 2, 2026, at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Ilan Shingait
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.