



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

File Number: LTB-L-026037-26

In the matter of: 109, 655 HARWOOD AVE S
AJAX ON L1S3M1

Between: Durham Regional Local Housing Corporation Landlord

And

Basil Forbes Tenant

Durham Regional Local Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Basil Forbes (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.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on June 16, 2026.

The Landlord's Agent, Kaye Banfield and the Landlord's Representative, Lindsey Whitehouse and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 3, 2026, the Landlord gave the Tenant an N7 notice of termination by mailing a copy of said document to the Tenant, deemed served March 8, 2026. 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, Robin Stuart (R.S.), was at the rental complex on March 3, 2026, when he observed the Tenant aggressively yelling and screaming at another employee of the Landlord. The staff member was very upset and intimidated by the Tenant. R.S. intervened and attempted to defuse the situation between the Tenant and Landlord staff member. The incident was related to the Tenant's stove being broken and not being replaced.
5. R.S. described the Tenant as being very aggressive and argumentative. R.S. told the Tenant that he would take steps to have the Tenant's stove replaced shortly. R.S. also testified that two individuals were assigned to replace the Tenant's stove. An additional individual was assigned as a safety precaution due to the Tenant's aggressive behavior.
6. The Landlord's Witness, Mary Taylor (M.T.), was attending a tax clinic that was being run by the Landlord on March 3, 2026. While attending the common room where the tax clinic was being run, the Tenant approached her in an aggressive manner and started demanding answers regarding his broken stove and when it would be replaced. M.T. also testified that the Tenant was visibly angry, aggressive, and using foul language towards her and the circumstances surrounding his broken stove. M.T. also testified that at one point during this interaction the Tenant pointed his finger towards her face, which scared her because she was unable to de-escalate the situation. M.T. also testified that Robin Stuart intervened and de-escalated the situation.
7. M.T. testified that since this incident, she wears a device that can contact the police in the event of an emergency. She has taken this step because of the situation described above.
8. On cross-examination, M.T. confirmed that since the incident the Tenant has apologized to her and acknowledged his actions as being wrong.
9. The Landlord's Witness, John Powell (J.P.), testified that he is employed by the Landlord as a general maintenance person and that he was assigned to replace the stove in the Tenant's rental unit on March 4, 2026. He attended the rental unit with another employee of the Landlord.
10. J.P. testified that upon opening the door, the Tenant was very irritated and angry, and asked if the Landlord sent him to intimidate the Tenant. J.P. explained that he was there to replace the Tenant's stove as requested. The Tenant required additional time to get dressed and clean the kitchen area, which J.P. and the other staff member gave the Tenant by waiting in the hallway.
11. J.P. returned to the unit when the Tenant told him the unit was ready to have the stove removed. At some point during this interaction, J.P. testified that the Tenant had moved his hand towards a knife that was in the vicinity of the Tenant. The Tenant never physically grabbed or unsheathed the knife, nor did the Tenant make any threats towards J.P. or the other employee of the Landlord. J.P. did testify that the Tenant did at one point physically push him from behind. J.P. testified that the push was forceful enough to have him feel it. J.P. was not intimidated or fearful of the Tenant but felt uncomfortable and wanted to avoid any further confrontation. The stove was removed and replaced with another stove.

12. On cross-examination, J.P. agreed that the Tenant never picked up or grabbed the knife in his hand, nor did the Tenant at any point physically or otherwise threaten him during this interaction on March 4, 2026.
13. J.P. also confirmed that he has tried to avoid the Tenant since this interaction and that no further incidents have occurred since this time.
14. The Landlord's Witness, Adam Waldriiff (A.W.), is employed by the Landlord in the capacity of a maintenance person for the residential complex. A.W. testified that he was the second individual assigned to replace the Tenant's stove on March 4, 2026.
15. A.W. testified that the Tenant was very rude and aggressive on March 4, 2026, at the time of their arrival and during the removal of the existing stove and installation of the new stove. A.W. also testified that he witnessed the Tenant push J.P. from behind and that he also observed the Tenant reach for his knife at one point during the interaction but never actually grabbed the knife or removed the knife from its casing or sheath.
16. A.W. testified that he was concerned that the Tenant's anger and actions could potentially escalate into a dangerous situation. He also testified that he has attempted to make his best efforts to avoid the Tenant since this interaction on March 4, 2026.
17. On cross-examination, A.W. has confirmed that he has been inside the Tenant's rental unit on multiple occasions by himself in the past without any issue or concern.
18. The Tenant testified that his stove broke on or about the first week of February 2026, and that he reported the issue to the Landlord immediately and was reassured that the stove would be replaced or repaired.
19. The Tenant testified that three weeks had passed since he was promised that his stove would be replaced and he was very frustrated at the situation and took out his frustration on the Landlord's staff inside the common room on March 3, 2026. The Tenant did not recall using any vulgarity or swearing at the Landlord staff but agreed that he may have raised his voice out of frustration and anger. He maintained that he never made any threats towards any of the Landlord's staff and did not recall pointing his finger at the Landlord's staff.
20. The Tenant testified that on March 4, 2026, the Landlord's staff arrived and awoken him to remove his existing stove. The Tenant did not dispute pushing the Landlord's staff but maintained that he did so to avoid having the Landlord's staff run over his foot with the dolly and stove. The Tenant testified that he is a 71-year-old individual who was not seeking any problems or altercations during this interaction. The Tenant acknowledged having a knife in the kitchen which was in a sheath but denied making any movements towards the knife or grabbing the knife at any time during his interaction with the Landlord's staff.
21. The Tenant testified that he has resided in the rental unit for approximately eleven years and has never been taken to the LTB in the past. He does not believe that he has impaired the safety of himself or any other individual during either of the interactions described above.

22. The Tenant testified that he has not been involved in any issues since these incidents and wishes to maintain his residential tenancy, and if given the opportunity to do so, will mind his own business and stay out of trouble.
23. On cross-examination, the Tenant acknowledged that the Landlord's staff told him that his stove would be replaced and that a new stove had already been ordered.
24. Based on the evidence, I am not satisfied that the Tenant has seriously impaired the safety of any of the Landlord's staff on either March 3rd, or 4th, 2026. I make this finding because the Tenant's actions at worst may have substantially interfered with the Landlord's lawful right or interest, but the actions do not reach the level of serious impairment of safety. The Tenant pointing his finger at a staff member or pushing a staff member from behind to avoid having his foot being run over does not constitute a serious impairment of safety. Therefore, the application must be dismissed. Although, I find some of the Tenant's actions to be inappropriate, I do not find the actions to impair the safety of the Tenant or anyone else.

It is ordered that:

1. The application is dismissed.

June 25, 2026
Date Issued

Ilan Shingait
Member, Landlord and Tenant Board

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