



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-038857-26

In the matter of: 4, 215 TURNER AVE
SAULT STE. MARIE ON P6C4S6

Between: Ontario Aboriginal Housing Services Landlord

And

Allen Hill Tenant

Ontario Aboriginal Housing Services (the 'Landlord') applied for an order to terminate the tenancy and evict Allen Hill (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.

This application was heard by videoconference on June 22, 2026.

The Landlord's Agent, K. Maille and the Tenant attended the hearing.

The following witnesses testified at the hearing:

Rebecca Cirillo (RC), another resident in the complex, on behalf of the Landlord
Lincoln Hill (LH), Tenant's son (16 years), on behalf of the Tenant

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 4, 2026, the Landlord gave the Tenant a Notice to End your Tenancy For Causing Serious Problems in the Rental Unit or Residential complex (N7 Notice) pursuant to section 66 of the *Residential Tenancies Act, 2006* (the 'Act'). The N7 Notice contains the following allegations:
 - Apr 23 – 11:29 a.m. – Tenant made threats of physical violence and sexually explicit comment. Police involved. Other Tenant was threatened by these statements

- Jan 18 – 5:51 p.m. – Indecent exposure
- Oct 25 4:18 p.m. – Tenant repeatedly throwing a basketball against the building, other Tenant complained of loud and disruptive noise

4. Subsection 66(1) of 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.

5. The Landlord's Agent, the Senior Property Manager, stated that the Landlord has received complaints of harassment by the Tenant toward other residents in the complex. She stated that this harassment has also become a criminal investigation. She also stated that she tried to get a video evidence of the Tenant exposing his buttocks (mooning) another resident. She further stated that there was a complaint received of the Tenant throwing a basketball against the wall of another residents unit.
6. She submitted that the other residents feel threatened by and are fearful of the Tenant. She also submitted that the Tenant's unit is flagged to ensure that contractors and staff attend in tandem. She had hoped to provide a copy of a witness letter from a resident, but she was unable to find it in the evidence uploaded to the portal.
7. The Landlord's witness, Rebecca Cirillo, RC, testified that she resides across the hall from the Tenant and that everything was okay up until this past year. She testified that she has received notes on her door, her visitor's tires on their car were slashed, another visitor found sugar in their gas tank, her internet cable was cut, and she has been threatened. She also testified that she is so fearful that she had to purchase and install cameras around her unit.
8. She also testified that on May 11, 2026 around 9:14 a.m. the Tenant threatened her. In support of this assertion, she provided a copy of a video recording from her camera that views the exterior parking lot into evidence (DOC-7969614). Upon review of the video, which is time/date stamped at stated above, the Tenant is seen exiting the door to the complex and walking to his car, he turns back toward the building and yells "I'll fucking bury you, you fucking whore," and just before he enters his car he yells "I'll fucking murder her and fucking bury..."
9. RC further testified that she has received threatening notes saying, "I don't know what I will do next," and that the Tenant almost ran her down in the parking lot. She testified that hers and other residents' internet cables were cut at the complex and that after this incident she stayed elsewhere for a while but it was not reasonable as her child goes to school nearby. She also testified that she is fearful of retaliation from the Tenant.

10. Under cross-examination, RC confirmed that she or her vehicle was not hit in the parking lot by the Tenant but that he had come barrelling into the lot and that she does not have any recording of this incident. Under cross-examination, RC confirmed that she did not have proof or any recording that it was the Tenant who cut the internet cable, but testified who else would have done it.
11. RC also confirmed that the internet cables are located on the exterior of the building and that all other cables but the Tenant's internet cable were tampered with and cut as per the technician called in to repair/restore internet services.
12. The Tenant testified that these allegations are made up and that it is he who has issues with RC and another tenant regarding what is occurring in their units. He testified that he is a single father of two sons, ages 9 and 16 years, who like him hear screams of someone getting hurt all the time and he believes that these other tenants are making adult films within their units which is disturbing him and his family. He testified that he has called the police regarding one of these incidents wherein he reported it as a domestic dispute but that the police do not come right away, and only arrived six hours later.
13. In response to the video that was played, the Tenant testified that RC had just threatened him by saying that "she had people coming to kill" him which is why he said those things. He also testified that as soon as he gets out of his car RC is waiting for him and that the other tenants have a plan to get rid of him because he is complaining about their activities at the complex. He further testified that a police officer told him that one of the tenants who is complaining about him has since moved out.
14. Under cross-examination, the Tenant confirmed that police have attended on many occasions. Under cross-examination, the Tenant did not deny the threats made in the video recording but refused to answer a question regarding his awareness of any proceedings outside the LTB.
15. The Landlord's son, LH, 16 years old testified at the hearing. The Landlord's Agent objected to his testimony given that he is a minor and has had potential coaching from his father, the Tenant. LH was permitted to testify, however any weight given to his testimony took into account the Landlord's objection.
16. LH testified that he had witnessed RC threatening his father. LH testified that she said she would have people come attack his father, and she used bad language. LH also testified that he hears other people in the building screaming, high pitched screams through the walls and it is not coming from someone's television.
17. Under cross-examination, LH confirmed that he only heard RC's voice and did not see her make that threat. LH described the incident as his father being outside and RC talking through the window to him, he was in his bedroom and came out when he heard them, and that this occurred about a month ago.
18. The Landlord's witness, RC, testified to a number of issues/incidents with the Tenant, however none of these incidents were set out on the N7 Notice. The only one close to an allegation listed on the N7 Notice was an allegation of a "threat of physical violence," which according to RC occurred on May 11, 2026 as per her video recording.

19. The N7 Notice made three allegations. Firstly, “threats of physical violence and sexually explicit comment” made by the Tenant on “April 23 at 11:29 am” and that “police were involved.” There was no evidence before me of an incident on April 23, 2026, no police report was submitted into evidence, and no police officers testified in support of this allegation. If the Landlord was relying on the incident on May 11, 2026 as per RC testimony and the recording submitted into evidence, then the Landlord ought to have reserved the N7 Notice when they discovered the date the incident occurred was wrong. In any event, the N7 Notice was served on May 4, 2026 which is prior to the incident that occurred on May 11, 2026.
20. Subsection 43(2) of the Act provides in part that if a notice of termination is given by a landlord, it shall also set out the reasons and details respecting the termination (Emphasis Added).
21. The second allegation in the N7 Notice was an “Indecent exposure” on “Jan 18 551pm.” There was no direct evidence before me of this allegation or the date it occurred. The Landlord’s Agent simply stated that she tried to get the video of an incident where the Tenant exposed his buttocks to another tenant uploaded to the portal.
22. And finally the last allegation in the N7 Notice was “a tenant reported loud and disruptive noise coming from parking lot from Tenant repeatedly throwing a basketball against apartment building.” The Landlord’s Agent mentioned this incident without providing any specific details. In any event, I was satisfied that this last allegation relates more toward a disturbance/interference than a serious impairment of safety as required by subsection 61(1) of the Act. There was no evidence that this incident resulted in harm or potential harm to another person, I find it likely that it was reported as a noise disturbance.
23. Given the above, I was not satisfied that the evidence presented at the hearing confirmed the allegations in the N7 Notice at the root of this application. The LTB’s authority to terminate a tenancy lies with the notice of termination served on a tenant. It is not enough that other incidents have occurred at the complex for the LTB to grant an application, the Landlord must prove the allegations set out in the notice of termination. In this case, I find that the Landlord has not proved on a balance of probabilities any of the allegations in the N7 Notice. Consequently, I have no jurisdiction to terminate the tenancy.

It is ordered that:

1. The Landlord’s application is dismissed.

June 25, 2026
Date Issued

Lisa Del Vecchio
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.