



**JAN 16, 2025**

**Order under Section 94.7  
Residential Tenancies Act, 2006**

**File Number:** LTB-C-051068-23

**In the matter of:** B306, 4685 Sheppard Avenue East  
Toronto ON M1S4R4

**Between:** Kimroy Grove Co-operative Homes Inc. Co-op

**And**

Harriet Younge Co-op Member

Kimroy Grove Co-operative Homes Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Harriet Younge (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or a person the Co-op Member permitted in the residential complex seriously impaired the safety of any person and the act or omission occurred in the residential complex.

A Case Management Hearing was held on May 21, 2024. The parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on September 25, 2024 and November 21, 2024.

The Co-op's counsel, C. Sinclair, and the President of the Co-op's Board of Directors, S. Walker, attended for the Co-op. The Co-op Member and the Co-op Member's legal representative, R. Mahavilirajan, also attended the hearing.

The Co-op called A. Pringle, the Co-op's Property Manager, R. Higgs, a Co-op Member, and S. Walker as witnesses. The Co-op Member testified on her own behalf and called S. Morle, the sister of a former Co-op Member as a witness.

**It is determined that:**

1. The Co-op Member asked the Board to dismiss the application because the notice of termination (Form N7) is defective: the address of the rental unit is incorrect. The Co-op initially made a mistake with the address but served the Co-op Member with another notice with the correct address. The notice is non-voidable. The Co-op Member received the notice and was able to contest the application.

N7C Notice of Termination

2. As explained below, the Co-op has not proven on a balance of probabilities the grounds for termination of the occupancy. Therefore, the application is dismissed.
3. On May 18, 2023, the Co-op gave the Co-op Member an N7C notice of termination. The notice of termination contains the following allegations:
  - a) On July 5, 2021, the Co-op Member sent an email to Ms. Pringle stating that: “You work for the membership, NOT the board, with 90% of the membership against you, you will not last much longer...govern yourself according. This is by no means a threat.. it is a promise.”  
“Add a late fee to my account and I promise you will not see what’s coming to you and the Board.”
  - b) On August 2, 2021, the Co-op Member forwarded her monthly housing charge and added a message stating that: “Look allyuh asshole rent. Don’t send me no RASSHOLE late slip... Tuesday is the FIRST business of the month. You better THINK b4 you do any JACKASSNESS.”
  - c) On September 30, 2022 the Co-op Member paid her monthly housing charge and added that: lemme pay these phuckers early and see if they still gonna charge me a \$20.00 late fee.
  - d) On March 6, 2023, referring to an assault on Ms. Pringle at the complex, the Co-p Member said: “You deserved the fucking punch in the eye and you should have fucking died. Next time you will be fucking dead.”
  - e) As a result of the assault the Co-op issued a No Trespass Order against, T. Morle, a former Member of the Co-op. On March 20, 2023 the Police attended the Co-op Member’s unit to remove T. Morle from the complex.
4. On the basis of the conduct alleged, the Co-op submitted that the Co-op Member seriously impaired the safety of Ms. Pringle. The Co-op relies on the Divisional Court’s decision in *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 where the Court held:

[15] In the Vice-Chair’s reasons, he concluded that the conduct of the appellant had seriously impaired the safety of Ms. Pringle. He said:

The Co-op Member argued that he did not impair AP’s safety because he did not assault her and that harassment and threats alone do not constitute impairment [of] safety. I disagree. There are many instances where one may seriously impair the safety of a person without physically assaulting the person... Laying siege to the Co-op office in a rage is not just harassment. The Co-op Member intended to seize the membership list because he believed he was entitled to it. Given the Co-op member’s animosity towards AP, the latter had good reason to fear the worst. The co-op member’s subsequent conduct also shows that AP had good reason to fear for her safety.

[16] The appellant maintains that the Vice-Chair, although citing the language of s. 94.2(1), did not apply the test as interpreted by the Board in other cases. The Vice-Chair's formulation did not, he argues, include the necessary elements of seriousness and gravity and did not address the question of whether there was evidence of an "intention" to act on any verbal threats.

[17] I do not agree with this argument. The Vice-Chair's formulation of the test falls well within the range of the jurisprudence cited. In *2276761 Ontario Inc. v. Overall*, [2018 ONSC 3264](#), the Divisional Court made it clear that serious impairment of safety includes both actual impairment and a real risk of impairment. In other cases, the Board has held that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:

- (i) the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
- (ii) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
- (iii) extremely loud and intense arguments could easily result in violence and would be a safety hazard.

[18] There was no error of law in the Vice-Chair's formulation of the applicable legal test.

5. The Co-op has not proven that the Co-op or a person permitted in the residential complex by the Co-op Member seriously impaired the safety of the Co-op's Property Manager, A. Pringle, through aggressive behaviour and threats.
6. While the Co-op Member's conduct is deplorable and substantially interfered with Ms. Pringle's reasonable enjoyment of the residential complex, I find that it did not seriously impair the safety of Ms. Pringle.
7. The July 5, 2021 email was a threat to have Ms. Pringle fired. It was a threat to her job security rather than a threat of bodily harm.
8. The August 2, 2021, message contained rude taunts as opposed to threats of harm. The Co-op Member falsely claimed the words used are terms of endearment. I do not know whether anyone would consider being called an idiot a term of endearment.
9. On September 30, 2022, a year later, the Co-op Member sent another insulting message to Ms. Pringle.

10. It is pertinent to note that there is no other allegation until March 2023, almost a year a half later. The Co-op Member denied telling Ms. Pringle that she wished Ms. Pringle had died when she was assaulted. I find the Co-op Member's testimony not to be credible. The Co-op Member was upset her friend, the former Co-op Member had been evicted. In February 2023, the Co-op Member called another Co-op member, R. Higgs, to complain about the Co-op's treatment of her friend. The assault was a result of conflict over the over the eviction. The Co-op Member was at work when the assault occurred. Given her previous reaction to the eviction, the Co-op Member took perverse pleasure in mocking Ms. Pringle for being assaulted. However, wishing that Ms. Pringle had died and hoping she will die next time is not serious impairment of her safety. The Co-op Member did not wish Ms. Pringle well but she did not threaten to send thugs after her.
11. Lastly, there was some confusion with respect to whether the trespassed former Member was permitted to be at the complex for the limited purpose of picking up belongings under police supervision. There had been phone calls between the Co-op, the police and the evicted Member to arrange for her to pick up her belongings. Ms. Pringle was not at the complex at the time the former member attended the Co-op Member's unit. The trespass impaired no one's safety.
12. The facts of this case are distinguishable from those in *Furr*. In *Furr* the Co-op Member had heated verbal altercations with the Property Manager prior to laying siege to the Co-op office after the Property Manager refused to open the office door. The risk of harm was palpable. In this case, the Co-op Member subjected Ms. Pringle to insults and taunts, some a year apart.
13. Was there a risk of a substantial negative effect on Ms. Pringle's well being from the Co-op Member's conduct? Ms. Pringle testified that she has taken time off work. She feels uncomfortable and scared because she feels targeted. This is understandable because of the assault, but the Co-op Member was not involved in the assault. Objectively, the Co-op Member subjected Ms. Pringle to cruel taunts.

**It is ordered that:**

1. The Co-op's application is dismissed.



**January 16, 2025**  
**Date Issued**

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Egya Sangmuah  
Vice Chair, 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.