



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Stephenson, 2026 ONLTB 949

Date: 2026-01-09

File Number: LTB-L-076499-25

In the matter of: 41, 410 MCCOWAN RD
SCARBOROUGH ON M1J1J4

Between: Toronto Community Housing Corporation Landlord

And

Tayvonne Stephenson Tenants
Sherese Francis
Trayemar Stephenson

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Tayvonne Stephenson, Sherese Francis and Trayemar Stephenson (the 'Tenants') because:

- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenants, another occupant of the rental unit or a person the Tenants 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on December 10, 2025.

Only the Landlord's legal representative, Katarzyna Deptuch, attended the hearing.

As of 10:44 the Tenants were 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 and the claim for compensation in the application. Therefore, the tenancy is terminated as of December 31, 2025.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N6 and N7 Notices of Termination

3. On September 4, 2025, the Landlord gave the Tenants N6 and N7 notices of termination. The notices of termination contain the same allegations: on December 17, 2024 a search warrant executed at the rental unit resulted in an occupant, Anthony Haughton (AH) being charged with breach of probation and disobey lawful order of court. Illicit drugs and improperly stored ammunition were found.
4. AH, an occupant of the Tenants' rental unit has committed an illegal act in the rental unit by breaching their probation and possessing illegal drugs. These, combined with improper storage ammunition, are serious actions which damage the character of the building. Improper storage of ammunition in particular seriously impairs the safety of others in the building.
5. Detective Constable Zou testified to the occurrence report associated with the execution of the search warrant on September 4, 2025. The search warrant was obtained based on the belief that AH was living or staying at the rental unit. His ID and possessions were located in a bedroom in the rental unit.

Daily compensation, NSF charges, rent deposit

6. The Tenants were required to pay the Landlord \$1,321.91 in daily compensation for use and occupation of the rental unit for the period from October 5, 2025 to December 10, 2025. This order does not address any arrears which may precede October 5, 2025 and nothing in this order prevents the Landlord for filing an application for any such arrears.
7. Based on the monthly rent, the daily compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. 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. Based on the serious impairment of safety, the Landlord is entitled to request an expedited termination. The Tenants did not attend the hearing, but an N11 notice was entered into evidence confirming a planned termination date of December 31, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before December 31, 2025.
2. If the unit is not vacated on or before December 31, 2025, then starting January 1, 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 January 1, 2026. The Sherrif is requested to expedite the enforcement of this order.
4. The Tenants shall pay to the Landlord \$1,321.91, which represents compensation for the use of the unit from October 5, 2025 to December 10, 2025.
5. The Tenants shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting December 11, 2025 until the date the Tenants move out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenants must pay the Landlord is \$1,507.91.
8. If the Tenants do not pay the Landlord the full amount owing on or before January 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Dawn Carr
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 Tenants expires on July 1, 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.