



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-065772-25

In the matter of: 322, 1275 DANFORTH AVE
TORONTO ON M4J5B6

Between: Toronto Community Housing Corporation Landlord

And

Marcel Delaney Tenant
Jessica Annette Delaney

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Marcel Delaney and Jessica Annette Delaney (the 'Tenant') because:

- the Tenant 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 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 November 20, 2025.

Only the Landlord's Legal Representative Katarzyna Deptuch attended the hearing.

As of 10:08am, the Tenant was 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. Therefore, the tenancy is terminated effective January 10, 2026
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On July 29, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination deemed served on August 3, 2025. The notice(s) of termination contains the following allegations:
 - There was a physical altercation between the Tenant and their guests on October 29, 2021.
 - On November, 2021 the Tenant assaulted a guest and was charged with domestic assault.
 - On April 23, 2024 a guest of the Tenant died of an overdose after drug use in the rental unit, that
 - On July 24, 2024 the Tenant was arrested for assaulting his partner, that
 - On February 19, 2025 a guest of the Tenant was arrested in the unit with a switchblade knife.
4. The Tenant has committed an illegal act in the rental unit by committing assault and domestic assault.
5. The Tenant has also seriously impaired the safety of their guests by assaulting them within the complex. This conduct occurred in the residential complex.
6. Greg Chen testified at the hearing; he is a Community Safety Advisor for the Landlord. He testified that on October 29, 2021 he received a call that there had been an altercation in the complex and a guest of the Tenant was arrested for throwing items,
7. He testified that on April 23, 2023, a guest of the Tenant passed away due to a drug overdose which occurred in the rental unit and required police and emergency services to attend.
8. He also testified that on July 23, 2023 The Tenant committed domestic assault on his partner within the complex, and was arrested and charged with assault.
9. Maria Pestano also testified at the hearing, she has been a Special Constable with the Toronto Police Services for 25 years. She testified that on November 21, 2021 she received a call from a guest to provide her with access to the building, when she attended she found the Toronto police were already present in the unit and had arrested the Tenant and laid charges for domestic assault. She explained that the guest who had called was the Tenant's partner, who had been assaulted by the Tenant and locked on of the unit on the balcony by the Tenant.
10. She testified that the Tenant was charged with two counts of domestic assault and relied on her own reports and reports from the Toronto police in support of her testimony which also detail a subsequent assault, on July 23, 2024 where the Tenant grabbed his partner by the neck and began choking her during an argument. She testified that the Tenant's partner was initially arrested in relation to this assault, before it was determined that the Tenant was the aggressor, and he was charged with assault/choking.
11. Special Constable Shaw also testified at the hearing. He testified that he attended a call to the rental unit on February 29, 2025, from the Toronto Police Service to secure the rental unit as they had arrested a number of persons inside.

12. He testified that when he attended her discovered that a guest of the Tenant was present and had a switchblade in his pocket and was in possession of a key to the rental unit.
13. Both officers relied on notes and reports detailing the investigation and arrests conducted within the rental unit in support of their testimony.

Analysis

14. Based on the Landlord's uncontested evidence I am satisfied that the Tenant has both committed an illegal act and seriously impaired the safety of their partner within the rental unit on November 21, 2021 and July 23, 2024 by committing domestic assault and assault/choking. In coming to this determination, I accept the unchallenged evidence of Greg Chen and Special Constable Maria Pestano who was present for the November 21, 2021 arrest. I also accept the reports compiled by Toronto Community Housing, and the police reports detailing these assaults. I accept that in both instances the Tenant was charged with assault. Therefore, I accept that the Tenant has committed the illegal act of assault and assault/choking on November 21, 2021 and July 23, 2024 respectively. I also accept that this behaviour has seriously impaired the safety of the Tenant's partner, who was choked until she could not breathe and was locked out on the balcony, until she called the Landlord for assistance, both of which have the potential to cause serious injury.
15. The Tenant was required to pay the Landlord \$486.36 in daily compensation for use and occupation of the rental unit for the period from August 29, 2025 to November 20, 2025.
16. Based on the monthly rent, the daily compensation is \$5.79. This amount is calculated as follows: $\$176.00 \times 12$, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.
19. 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. The Landlord's Legal Representative was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering all the circumstances, I am satisfied that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 10, 2026

2. If the unit is not vacated on or before January 10, 2026, then starting January 11, 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 11, 2026. ; The Sherrif is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$486.36, which represents compensation for the use of the unit from August 29, 2025 to November 20, 2025.
5. The Tenant shall also pay the Landlord compensation of \$5.79 per day for the use of the unit starting November 21, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$672.36.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 11, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Reid Jackson
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 Tenant expires on July 11, 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.

