



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-067513-25

In the matter of: 1607, 220 OAK ST
TORONTO ON M5A2E1

Between: Toronto Community Housing Corporation Landlord

And

Adrian Thompson Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Adrian Thompson (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 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.

The Landlord's Legal Representative Jathusan Ratnakumaran and the Tenant attended the hearing.

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 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 21, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served on July 26, 2025. The notice of termination contains the following allegations: that on June 30, 2025 the Tenant abused his dog and when arrested on July 11, 2025 was in possession of a dangerous weapon in the form of dog spray.
4. The Tenant has committed an illegal act in the residential complex by abusing a dog and being in possession of a weapon for a dangerous purpose.

5. The Landlord's witness Sharvi Boodram a Toronto Police Service Detective testified at the hearing. He testified that on July 11, 2025 officers from Toronto Community housing called him and advised him that the Tenant had been placed under arrest
6. He testified that on June 30, 2025 multiple reports were made to PAWS that the Tenant was harming his dog within the residential complex and as a result Toronto Community Housing and PAWS entered into an investigation into the Tenant.
7. He testified that as part of their investigation TCHC officers retrieved and viewed video footage of the abuse on June 30, 2025.
8. He testified that on July 11, 2025, TCHC officers located the Tenant and placed him under arrest, he was found to have a dog spray on him and was charged with kill or injure other animals, and Possession of a weapon for a dangerous purpose. After the arrest the Tenant was brought to 51 division where the witness took over the investigation.
9. Special Constable S. Glover also testified at the hearing. He testified that PAWS had received numerous complaints in response to unit and Tenant and he met with representatives from PAWS, and they reviewed CCTV footage from the complex, which depicted the Tenant abusing a dog on June 30, 2025.
10. He testified that the footage depicted the Tenant getting off elevator with his dog, and the leash becoming stuck in the elevator, it depicts the Tenant calling the dog and entering the unit before rushing back out towards the dog and beginning to drag the dog, pick the dog up and throw it, and slam it into the ground numerous times, and also depicts the Tenant kicking the dog.
11. He testified that after viewing the footage the Tenant was placed under arrest and taken to 51 division, He testified that the Tenant showed no remorse and acted like nothing had happened.
12. The Tenant testified that the footage relied on by the Landlord does not depict him abusing the dog. He testified that he received the dog around June 10, 2025, and the previous owner had been homeless and he was simply trying to teach the dog who was already 6 years old.
13. He testified that he was teaching the dog to sit and come, and that he lifted the dog up and she landed on her feet, he denied choking the dog and testified that he grabbed her by the collar and let her go when she would not go inside. She testified that he did not kick the dog but rather raised his foot up to move the dog into the apartment, as he is aware of pressure points. He also denied pinning the dog to the wall.
14. He testified that he had a veterinarian's report which would prove that he did not abuse the dog, but did not provide a copy of this report to the Board.

Analysis

15. On a balance of probabilities, I am satisfied that the Tenant has committed an illegal act within the residential complex by abusing the dog and being in possession of a weapon for a dangerous purpose.

16. I accept the clear and consistent testimony of the Detective and special constable that the Tenant was observed on video abusing the dog, after several complaints were received from other residents. Additionally, when I viewed the video of the incident, I find that it does not support the Tenant's version of events and appears to depict him kicking, choking and throwing the dog as alleged by the Landlord's witnesses. In my view the video is clear evidence that the Tenant abused the dog as alleged.
17. I also note that the Tenant did not appear to dispute his possession of the dog spray when he was arrested.
18. Therefore, I am satisfied that the Tenant has committed an illegal act within the complex both by abusing the dog and by being in possession of a weapon for a dangerous purpose.
19. The Tenant was required to pay the Landlord \$343.98 in daily compensation for use and occupation of the rental unit for the period from August 22, 2025, to November 20, 2025.
20. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. There is no last month's rent deposit.
23. 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 not be unfair to postpone the eviction until January 31, 2026, pursuant to subsection 83(1)(b) of the Act. I accept that the Tenant is a person with a disability and does not have a robust support system in the area, in consideration of these factors and that the rental unit is subsidized I find that a delay to January 31, 2026, is appropriate to allow the Tenant additional time to secure alternate accommodation.

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 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 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 February 1, 2026.
4. The Tenant shall pay to the Landlord \$343.98, which represents compensation for the use of the unit from August 22, 2025 to November 20, 2025.
5. The Tenant shall also pay the Landlord compensation of \$3.78 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 \$529.98. Any payments already made by the Tenant shall be subtracted from this amount.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 13, 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 August 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.