



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-080719-25

In the matter of: 608, 90 MORNELLE CRT
SCARBOROUGH ON M1E4P9

Between: Toronto Community Housing Corporation Landlord

And

Lord Cassey Joseph Hayles Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Lord Cassey Joseph Hayles (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 January 7, 2026.

Only the Landlord's Legal Representative, Navya Menon, attended the hearing. Detective Constable Michael Moorcroft and Sean Brosnan attended as witnesses for the Landlord.

As of 10:16 a.m., 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 as detailed below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 Notice of Termination

3. On September 17, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served on September 22, 2025. The notice of termination contains the following allegations:
 - a) On September 28, 2023, the Tenant was observed shooting at vehicles from his rental unit's balcony; and
 - b) The Tenant was subsequently arrested and charged with possession of a weapon in accordance with s. 88(1) of the *Criminal Code*.

N7 Notice of Termination

4. On September 17, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on September 22, 2025. The notice of termination contains the allegation that the Tenant seriously impaired the safety of other persons in the residential complex by shooting at vehicles in the parking lot with a pellet gun from his balcony.

Landlord's Evidence

5. The Landlord's Witness, Detective Constable Michael Moorcroft, testified that:
 - a) He is a member of the Guns and Gangs Unit of the Toronto Police Service;
 - b) He confirmed the veracity of General Occurrence (GO) Report 2023-2266159, which was submitted into evidence by the Landlord;
 - c) The Tenant was observed shooting a firearm off his balcony at vehicles in the parking lot of the residential complex;
 - d) Police attended and extracted the Tenant from the rental unit;
 - e) During the arrest, police located a pellet rifle and a quiver of arrows in plain view inside the rental unit;
 - f) The Tenant was found to be in possession of a quantity of pellets in a pocket of his shorts when he was searched incident to arrest;
 - g) The Tenant was charged with Possession of a Weapon contrary to *Criminal Code* s. 88(1). The matter is still before the courts;
 - h) Police subsequently executed a search warrant on the Tenant's rental unit and located more pellets and a rifle scope in the rental unit; and
 - i) He believes that the Tenant's actions constitute a safety concern and that they could have caused injury to other tenants in the residential complex.
6. The Landlord's Witness, Sean Brosnan, testified that:

- a) He is a Community Safety Advisor with Toronto Community Housing (TCH);
- b) He reviewed the reports produced by the TCH's Special Constables for this matter and which were produced into evidence by the Landlord;
- c) He is familiar with the Tenant;
- d) There have been issues with weapons in the rental unit with this Tenant previously;
- e) The Tenant has also injured officers during previous interactions;
- f) He reiterated and confirmed the chronology of events given by Detective Constable Moorcroft regarding this shooting incident;
- g) TCH has offered supports to the Tenant; and
- h) There are vulnerable people in the residential complex and other tenants are fearful of the Tenant.

7. The Tenant did not attend to dispute any of the Landlord's evidence.

Applicable Law

8. The N6 Notice was served under section 61 of the *Residential Tenancies Act, 2006* (the 'Act') which states:

61(1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex. 2006, c. 17, s. 61 (1).

(2) A notice of termination under this section shall set out the grounds for termination and shall provide a termination date not earlier than,

(a) the 10th day after the notice is given, in the case of a notice grounded on an illegal act, trade, business or occupation involving,

(i) the production of an illegal drug,

(ii) the trafficking in an illegal drug, or

(iii) the possession of an illegal drug for the purposes of trafficking; or

(b) the 20th day after the notice is given, in all other cases.

9. Section 75 of the Act states:

75 The Board may issue an order terminating a tenancy and evicting a tenant in an application under section 69 based on a notice of termination under section 61 whether or

not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation.

10. The N7 was served under section 66 of the Act, which states:

66 (1) 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.

Analysis

11. I find that the Landlord has proven, on a balance of probabilities, that the Tenant has seriously impaired the safety of a person in the residential complex during the shooting incident of September 28, 2023.

12. The Landlord, through its witnesses and contemporaneous incident reports, provided a clear and cogent history of the incidents that led to the issuance of the N7 Notice.

13. The Landlord further provided compelling evidence, through its submitted evidence and witness testimony, of the effects of the Tenant's behaviour on the other tenants of the Landlord.

14. I also find that the Landlord has proven, on a balance of probabilities, that the Tenant committed the illegal act of possession of a weapons (contrary to subsection 88(1) of the *Criminal Code*) during the incident of September 28, 2023.

Daily compensation

15. The Tenant was required to pay the Landlord \$374.74 in daily compensation for use and occupation of the rental unit for the period from October 18, 2025 to January 7, 2026.

16. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 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.

Relief from eviction

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.

20. As noted above, the Tenant did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.
21. The Landlord submitted that the Tenant's activities negatively affected the character of the building and that a conditional order would not be appropriate given the Tenant's history.

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 21, 2026.
2. If the unit is not vacated on or before January 21, 2026, then starting January 22, 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 22, 2026.
4. The Tenant shall pay to the Landlord \$374.74, which represents compensation for the use of the unit from October 18, 2025 to January 7, 2026. Any payments made by the Tenant since October 18, 2025 shall be credited to this amount owing.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting January 8, 2026 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. If the Tenant does not pay the Landlord the full amount owing on or before January 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 22, 2026 at 4.00% annually on the balance outstanding.

January 16, 2026
Date Issued

Curtis Smith
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 22, 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.