



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-071292-25

In the matter of: 302, 5005 DUNDAS ST W
ETOBICOKE ON M9A4Y6

Between: TORONTO COMMUNITY HOUSING CORPORATION Landlord

And

Brandice Botnick Tenant

TORONTO COMMUNITY HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict Brandice Botnick (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 December 9, 2025.

Only the Landlord's legal representative, C. Rostant attended the hearing.

F. Ramirez and M. Parvez attended as witnesses for the Landlord.

As of 9:30 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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 18, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination with a termination date of September 18, 2025. The notice of termination contains the following allegations: On May 31, 2025, the Tenant's occupant stole a package from unit 311 while brandishing a knife.
4. TCHC Special Constable Ramirez testified that on May 31, 2025, an amazon delivery person dropped off a package in front of unit 311. (DOC-6859764-Page 5 and 6). Seconds later, a person comes out of unit 302 and proceeds to take the package from unit 311 and goes back into unit 302. A knife is seen in the waist band of the person's pants. (DOC-6859764-Page 7-12).
5. Based on the uncontested evidence before me, I am satisfied, on a balance of probabilities, that the Tenant's occupant has committed an illegal act in the residential complex by and has seriously impaired the safety of another person by stealing a package while concealing a knife.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

Relief from eviction

8. Special Constable Parvez testified that since the service of the notice, the Tenant, the Tenant's occupants and guests have been involved in a stabbing at the residential conflict. The Landlord is requesting that the tenancy is terminated as of January 31, 2026.
9. 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.
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 not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) 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 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 also pay the Landlord compensation of \$3.78 per day for the use of the unit starting December 10, 2025 until the date the Tenant moves out of the unit.

5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. 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 19, 2026
Date Issued

Emily Robb
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 31, 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.