



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Romagno, 2026 ONLTB 6107

Date: 2026-01-29

File Number: LTB-L-082238-25

In the matter of: 30 PELHAM PARK GDNS
TORONTO ON M6N1A7

Between: Toronto Community Housing Corporation Landlord

And

Sandra Romagno Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Romagno (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 14, 2026.

The Landlord, the Landlord's representative Chelsea Rostant, PC Kirbiyik, PC Hwang, and Brittany Lithgow, witnesses for the Landlord, the Tenant, and the Tenant's representative, Elysha Roeper, attended the hearing.

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, eviction is ordered, and daily compensation is ordered.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 Notice of Termination – Illegal Act

3. On September 30, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served on September 30, 2025. The notice of termination contains the following allegations: a loaded handgun capable of holding an excess capacity of 10 rounds of ammunition was found in the bedroom of an occupant of the rental unit during the execution of a search warrant on September 16, 2025.
4. The Landlord called 3 witnesses at the hearing and referred to a number of documents filed in the portal.
5. PC Hwang, a detective constable whose regular duties include enforcement of criminal investigations, testified that he participated in the search warrant for this rental unit on September 16, 2025. He referred to the General Occurrence report, filed in the portal in DOC-7061193 which provides the details of the execution of the warrant. He testified that he participated in searching the rental unit and located a firearm with 14 rounds of ammunition in the rental unit. The handgun had no licence or serial number.
6. PC Kirbiyik testified in his position as a police constable with the public safety response team and stated that his role includes compliance checks and high priority calls. He testified to being familiar with the search warrant for this rental unit, and testified that as a result of the execution of the search warrant on September 16, 2025, a number of charges were laid against KL, an occupant of the rental unit who is one of the Tenant's sons:
 - (i) possess loaded regulated firearm, under section 95(1) of the Criminal Code (CC);
 - (ii) possess restricted or prohibited firearm knowingly not holding a licence and registration certificate, under 92(1) of the CC;
 - (iii) use/handle/store firearm, etc. carelessly, under section 86(1) of the CC;
 - (iv) possess firearm with altered serial number, under 108(1)(b) of the CC;
 - (v) possess prohibited/restricted weapon or prohibited device knowing no authority, under 92(2) of the CC; and,
 - (vi) use/handle/store ammunition carelessly under 86(1) of the CC.

These charges are laid out in the General Occurrence report filed in the portal as referenced above in DOC 7061193.

7. The evidence of the 2 police officers was uncontested. KL did not provide testimony.
8. It is well established before the Board, and as stated in the Board's Interpretation Guideline 9 – Eviction for an Illegal Act or Business, that the fact a tenant or other occupant has been charged with an offence is not necessarily proof that an illegal act was committed. However, based on the uncontested evidence, I am satisfied on the balance of probabilities, that an occupant of the rental unit, KL, committed illegal acts in the rental unit by having a Sig Sauer P320 handgun, loaded with 14 rounds of 9mm ammunition in a magazine capable of holding an excess capacity of 10 rounds of ammunition, and by possessing and carelessly storing a weapon and ammunition in the rental unit.

N7 Notice of Termination - Serious Impairment of Safety

9. This is the second ground of termination advanced by the Landlord in this application. On September 30, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on September 30, 2025. The notice of termination contains the same allegations as the N6 notice, which are detailed above.
10. The basis for this notice is that the Tenant or another occupant of the rental unit or a person permitted in the residential complex by the Tenant has seriously impaired the safety of other residents of the unit and the complex. The details supporting the N7 are the same as set out for the N6, detailed above.
11. The Landlord called as a witness, Brittany Lithgow, (BL) a community safety advisor with the Community Support unit, to provide testimony on the issue of the serious impairment of safety caused by KL's actions. BL testified that her role focuses on addressing antisocial behaviours and identifying safety risks within the community. She does this by reviewing officer reports of special constables who are employed by the Landlord.
12. BL testified that the rental unit is located in a townhouse complex with shared facilities with an 18-story apartment building. The rental unit is a townhouse. She testified that many single people with vulnerabilities reside in the apartment building, and many families with young people reside in the townhouses.
13. She testified that this unit is located in a level 4 community. The level rating is determined by gun violence occurring within the community, and the number 4 indicates a high level of gun violence. BL testified that there have been several shootings including a homicide in the area. Specifically, she noted that in July 2025, a male was shot and killed in the community and in September 2023, there were two shootings. She further testified that one third of the gun activity for this ward (in which the rental unit is located) has occurred at this residential complex. She testified there had been other related incidences – 2 incidences of discharged firearms in the other row of townhomes – about 20 feet away from the rental unit and noted that there is a children's playground in the middle of the 2 rows of townhouses.
14. BL testified that staff and residents in the community share a great concern regarding the high level of gun violence. She further stated that having the tenancy continue would put the whole community at risk and the Landlord would not be able to actively monitor compliance with conditions. For example, if the occupant (KL) in this situation was removed, the Landlord would not have the ability to monitor compliance. Based on her knowledge of the area, BL testified that she would have concerns if this tenancy was to continue because of the allegations of gun related offences.
15. The Landlord submitted that the offences alleged within the rental unit pose a serious safety risk for the other residents of the residential complex and the community.
16. In support of its position, the Landlord relied on a number of cases.
17. In *Harris, Mahamud and Whyte v. Toronto Community Housing Corporation*, 2009 ONSCDC, in an endorsement of the Divisional Court, it is noted at paragraph 28:

The Board considered the type of weapons and the context in which the weapons were found. The Board inferred that the guns appeared to be unlicensed and that

there was an absence of evidence that the occupants were licensed to possess the guns. The Board further found that the manner in which the guns and ammunition were stored presented a serious ongoing threat to safety to the owners and persons in the vicinity of the guns.

18. This point was made in reference to the fact that the Board was able to make these findings from the evidence of the detectives who gave evidence in that case. In this case, the Board finds from the evidence presented that the offences posed a serious ongoing threat to safety for persons in the vicinity.
19. The Board accepts that the illegal acts pose an inherent safety risk to residents of the unit, the building, the greater community, and to the Tenant and other occupants of the unit, including a 1-year-old child. I am satisfied on the balance of probabilities that the Tenant seriously impaired the safety of another person, and the behaviour occurred in the residential complex.

Tenant's testimony

20. The Tenant testified that she has lived in the unit for about 20 years. She has 8 children. She said that at the time of the search warrant being executed, 3 of her children and her 1-year-old granddaughter were living with her in the unit. KL is an occupant of the rental unit, and the Tenant says that at the date of the search warrant being executed he was staying with the Tenant and "off and on" with his girlfriend.
21. The Tenant testified that she had no idea there was a gun in her home. She says she was told by the police that it was "open", which the Tribunal understands to mean it was in the open. She testified that she had no knowledge of her son having a history with guns and understood the search warrant was for the purpose of searching KL's clothing in relation to a different incident.
22. At the date of the hearing, KL was living in the Tenant's home on house arrest with an ankle monitor. The Tenant signed as a surety for KL on October 14, 2025, which was after having been served with the N6 and N7 notices on which this application is based. The Tenant stated that she saw that role of surety as ensuring that KL stays out of trouble and stays home. While ensuring compliance by KL when she was in the country, the Tenant has been out of the country since December 4, 2025, with a return date of January 29, 2026. She says that currently her 29-year-old son monitors KL.
23. The Tenant engaged in text conversations with KL, starting December 28, 2025, to try to remove herself as surety, and to get him to move out of the rental unit. She initiated this discussion because of realizing the severity of her housing situation in the event he continues to stay there. It is the Tenant's understanding that to change the surety she would have to go with KL to the courthouse to complete the papers. She would not be able to do this until she returned to Canada. She advised that KL said he had found somewhere else to go but needed 2 weeks notice to arrange this.
24. The Tenant's evidence is considered in assessing whether to grant relief from eviction.

Relief from eviction

25. 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.
26. The Tenant sought relief from eviction. She testified that her monthly income is \$762.00 and feels that she would not be able to obtain comparable accommodation for the amount she is paying for rent now - \$485.00. The Tenant testified that one of her sons attends a private basketball school, for which she must pay tuition of \$3,000.00 per year. She said payment is assisted by sponsors. She stated that he gets a ride to the school from a neighbour, and that would not continue if she had to move. She testified that she has another son in grade 11 who would have to find a different school if they were evicted. She stated that she has her 20-year-old daughter living with her who has respiratory health issues, and who has a 1-year-old daughter living with her. She testified that she helps with her granddaughter and daughter.
27. The 3 children living with the Tenant filed letters in support of the Tenant, which appear in the Tenant's evidence package in DOC-7115736. They all state how devastating eviction would be for them, and how supportive they are of their mother. A neighbour also filed a letter of support, and the Board has reviewed it as well. All of these letters were read and considered by the Board.
28. The Tenant indicated that she would comply with a condition to remove KL from the unit if she is permitted to remain in the rental unit. The Tenant submits that the prejudice to the community is limited right now, due to the fact that KL is on an ankle monitor. The Tenant suggests that the prejudice to the Tenant is far greater for her than it is for the Landlord, in that she will have to leave the unit if evicted.
29. The Board notes that the Tenant was served with the Notice of Hearing on October 2, 2025. Notwithstanding that, she did not engage with KL regarding him leaving her premises until December 28, 2025, less than 3 weeks before this hearing. The Tenant explained that she was so overwhelmed by the situation she couldn't deal with it before then. However, she signed as a surety for KL on the 14th of October 2025, agreeing to have him live in her home, after receiving the notices seeking eviction. She then left the country on December 2, 2025, with a return date of January 29, 2026, assigning her responsibilities as a surety to one of her sons. The Board also notes that although the Tenant testified that her daughter requires her assistance to look after her daughter (the Tenant's granddaughter), the Tenant was not present to assist at all for the months of November and December. While recognizing the Tenant's preference to continue to live in the rental premises, the Board does not see this as a deciding factor for termination of the tenancy when balanced with the Landlord's concerns for the residential complex.
30. The Landlord referred to *Toronto Community Housing Corporation v. Naidoo*, 2018 ONSC 2685 (Naidoo), the Divisional Court noted at paragraph 15, in asking the Board not to consider granting a conditional order:

The Board found that the appellant's proposal to impose a condition excluding [Bryan] from the unit was "not practical or realistic" and compliance with the condition was unlikely because of the appellant's soft parenting skills. Further, the

Board observed that the appellant had put her son's interest ahead of the safety of the community when she agreed to allow [Bryan] to live with her while on bail.

31. In this case, which has many factual similarities to Naidoo, the Board, without commenting on the Tenant's parenting skills, notes that in allowing KL to continue living in her unit while on bail, notwithstanding he has an ankle monitor, put her son's interest ahead of the safety of the community. In addition, although the Tenant is a surety for KL, she was not even in the unit from December 4, 2025, to her expected return date of January 29, 2026. The Tribunal has little confidence that a condition removing KL from the unit would be enforced by the Tenant, based on her recent past actions.
32. In considering all of the circumstances, I find that it would be unfair to the Landlord to refuse the eviction order. The Landlord submits that the illegal acts which impaired the safety of residents of the complex were very serious, and I agree. The inherent risk that firearms pose in our society as a whole and the extraordinary efforts of law enforcement to get as many guns as possible off the street is for this very reason. The Board considered the Tenant's lack of knowledge of the presence of the guns and ammunition in the unit, the continued involvement with KL by allowing him to live at the rental unit, the apparent lack of commitment to the role of surety in leaving the country for the better part of two months, and the minimal efforts to resolve the issues raised in this application until 3 weeks prior to the hearing. The Board has also considered the possible hardship for the Tenant to find accommodation, noting that the Tenant has been aware of the eviction process since October 2025. The Board balanced this hardship with the broader community's need for safety. The evidence regarding the vulnerability of this residential community with respect to gun violence is a major consideration in determining the fairness of the Tenant remaining in the unit.
33. This order contains all of the reasons for this decision. No further reasons will be issued.

Daily compensation, rent deposit

34. The Tenant was required to pay the Landlord \$1,226.75 in daily compensation for use and occupation of the rental unit for the period from October 30, 2025, to January 14, 2026.
35. Based on the monthly rent, the daily compensation is \$15.95. This amount is calculated as follows: \$485.00 x 12, divided by 365 days.
36. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
37. There is no last month's rent deposit

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 February 3, 2026.
2. If the unit is not vacated on or before February 3, 2026, then starting February 4, 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 4, 2026. The Sherriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,226.75, which represents compensation for the use of the unit from October 30, 2025, to January 14, 2026.
5. The Tenant shall also pay the Landlord compensation of \$15.95 per day for the use of the unit starting January 15, 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. The total amount the Tenant must pay the Landlord is \$1,412.25.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026, at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Stephanie Ball
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 4, 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.

