



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kitchener Housing Inc. v Glowach, 2026 ONLTB 8757

Date: 2026-01-26

File Number: LTB-L-064401-25

In the matter of: 14, 103 GAGE AVE
KITCHENER ON N2G4W2

Between: Kitchener Housing Inc. Landlord

And

Sherry Glowach Tenant

Kitchener Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sherry Glowach (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.

This application was heard by videoconference on November 17, 2025.

The Landlord's legal representative Nabil Dawood and the Tenant's legal representative Tanesha Farquharson attended the hearing. The Tenant initially signed into the hearing block but was not present when the matter was called forward for a 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.

Denial of the Tenant's Adjournment Request

2. The Tenant's legal representative requested an adjournment on the basis that the Tenant is incarcerated, and she had been unable to gather instructions and information from her client prior to the hearing. The Tenant was present in the hearing room at the time of this adjournment request.
3. The Landlord's legal representative opposed the adjournment request on the basis that the Landlord had served the Tenant with the notice of hearing three months prior to the

hearing date, the Tenant was aware of the proceedings, and the Tenant had successfully connected to the hearing block as of the date of the hearing.

4. The threshold that must be met to proceed with a hearing is that an adequate hearing can be held. Both parties were represented in the hearing room and aware of the nature of the proceedings. As such, I denied the Tenant's adjournment request and informed the parties that we would be proceeding to hear the merits of the Landlord's application.
5. After denying the adjournment request, I stood down the hearing to be heard later in the day. I also facilitated a private meeting between the Tenant and her representative, recognizing that there was no guarantee the Tenant would be available to provide instructions when the matter was called forward for a hearing.
6. While the Tenant did not rejoin the hearing after meeting privately with her representative, I am satisfied that the Tenant's representative had obtained instructions relating to the proceeding and heard the matter.

The N6 Notice of Termination is Valid

7. The Tenant was in possession of the rental unit on the date the application was filed.
8. On July 8, 2025, the Landlord gave the Tenant an N6 notice of termination (the 'N6 Notice'). The N6 Notice contains the following allegations:
 - On March 28, 2025, police broke down the door of the unit for the purposes of arresting a male person within the rental unit.
 - On March 31, 2025, the Tenant was arrested and charged with weapons-related offenses.
9. The Tenant's legal representative argued that the N6 Notice was invalid because it did not clearly describe the alleged illegal acts.
10. In my view, the N6 Notice adequately describes the basis on which the Landlord served the N6 Notice and subsequently filed its application to terminate the tenancy. The N6 Notice refers to police actions that took place at the residential complex on specific dates. It is not credible that the Tenant would not know what the basis of the Landlord's notice was. While it is certainly true that more details could have been provided, the "when" – March 31, 2025 – and "what" – the arrest for weapons charges – that form the basis of the Landlord's N6 Notice are clear. The Tenant was in a position to know the allegations against her and decide how to respond during the Board proceedings, meeting the threshold set out in *Ball v. Metro Capital Management Inc.*, [2002] OJ No 5931 (Div Crt).

The Landlord has proven the allegations on a balance of probabilities

11. I am satisfied, on a balance of probabilities, that the Tenant committed an illegal act in the residential complex based on the evidence provided at the hearing.
12. As is the case in all Board proceedings, the party bearing the burden of proof – in this case, the Landlord – must show that it is more likely than not that the allegations that form

the basis of the application are true. This is not a criminal court and accusations against Tenants do not have to be proven beyond a reasonable doubt for a Landlord's application to be successful.

13. The Landlord called Mary MacLean – an employee of the Landlord who is the property manager for the residential complex – to testify about the events in the N6 Notice. Ms. MacLean testified that police notified her in advance of the attendance at the Tenant's rental unit on March 28, 2025 and advised to stay clear of the unit. She testified that she became aware of various criminal charges being made against the Tenant after making a freedom of information request from the police after the Tenant was arrested on March 31, 2025.
14. The Landlord also called Marie Jezioranski – an officer of the Waterloo Police Service – to testify at the hearing. Ms. Jezioranski works on access to information issues within the Waterloo Police Service and attended the hearing to read a brief prepared by prosecutors for the purpose of this case. Ms. Jezioranski clarified that she was not one of the police officers who attended the rental unit and had no direct knowledge of the Tenant, but merely was present to facilitate the disclosure of the prosecutor's brief.
15. This approach to evidence raises many concerns.
16. Two police officers with direct evidence of the events – Ryan Thomas and Jamie Zielke – were summonsed by the Board at the request of the Landlord's legal representatives. It is not clear why they did not attend the hearing to testify about the events in the Landlord's application and why Ms. Jezioranski was sent in their stead.
17. All of Ms. Jezioranski's evidence is hearsay evidence. Her only knowledge of the events comes from the brief prepared by prosecutors, but her testimony is being presented to prove the contents of this brief. Hearsay evidence is acceptable at the Board but is given less weight, as hearsay evidence cannot be effectively tested through Board inquiries or cross-examination. I permitted Ms. Jezioranski to read the prosecutor brief into the record, but only give these statements the weight afforded to indirect evidence, as cross-examination was effectively undermined by this method of presenting the evidence.
18. Per the prosecutorial brief presented through Ms. Jezioranski, on March 25, 2025, the Waterloo Police Service was given a warrant to search the Tenant's rental unit. The search uncovered an unsecured handgun being stored – with ammunition – in a barbecue in the Tenant's backyard, a loaded rifle in the rental unit, and various unknown pills, suspected drugs, and weighing scales. The Tenant was personally charged with possession of firearms while prohibited and careless storage of firearms.
19. Taken together, I am satisfied, based on the combination of Ms. MacLean's direct testimony about her interaction with the police and the prosecutorial brief read by Ms. Jezioranski, that it is more likely than not that the Tenant – or a person she permitted into her rental unit – committed the illegal acts alleged in the N6 Notice – i.e. the weapons offenses the Tenant was charged with on March 31, 2025.
20. The Tenant was not present at the hearing and did not provide any direct or indirect evidence with respect to the allegations or the evidence presented by the Landlord. While the Landlord's case relies heavily on hearsay evidence, I find that the hearsay evidence is

credible in its origin and consistent with the direct testimony of Ms. MacLean. Unchallenged at the hearing, I am satisfied that the evidence is sufficient to prove the merits of the Landlord's application on a balance of probabilities.

21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$85.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$19.03 is owing to the Tenant for the period from January 31, 2013 to November 17, 2025.
23. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

24. 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.
25. The Tenant's representative made submissions on the Tenant's behalf regarding her circumstances. She informed the Board that the Tenant is a long-term Tenant who relies on Ontario Works benefits for income. She also described the Tenant's struggles with substance use as a factor to be considered under section 83.
26. The Landlord's circumstances, however, must also be taken into account. The Landlord is a social housing provider and is responsible for ensuring the wellbeing of the community that resides in the residential complex. As stated in *Joseph v. Toronto Community Housing Corporation*, 2013 ONSC 413, the Board is entitled to conclude in such situations that the well-being of other tenants in the residential complex takes precedence over an individual tenant's circumstance when determining whether relief would be unfair.
27. The basis for the Landlord's application is serious and I am satisfied, based on the Landlord's evidence, that it is more likely than not that the Tenant was – at a minimum – storing firearms unsafely within the rental unit (or permitting someone else to do so). This is dangerous conduct. It would be unfair to allow the tenancy to continue in such circumstances.
28. Taking into consideration all of the above, I conclude that it would be unfair in all of the circumstances to grant relief from eviction in this case.

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 6, 2026.
2. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 7, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application. The last month rent deposit (\$85.00) and the interest owed to the Tenant (\$19.03) are deducted from the amount owed by the Tenant.
5. The total amount the Tenant must pay the Landlord is \$81.97.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Jeremy Henderson
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 7, 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.