



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Kellar, 2026 ONLTB 11000

Date: 2026-02-02

File Number: LTB-L-057703-25

In the matter of: 508, 1 FIRVALLEY CRT
SCARBOROUGH ON M1L1N8

Between: Toronto Community Housing Corporation Landlord

And

Tanya Kellar Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Tanya Kellar (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 October 27, 2025.

The Landlord's Legal Representative Lee-Anne Thibert, the Landlord's Witnesses Matthew Wighton and Greg Chan and the Tenant attended the hearing. The Tenant declined to speak to Tenant Duty Counsel prior to the start of this proceeding.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. **Therefore, the tenancy shall terminate on April 30, 2026.**
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 7, 2025, the Landlord gave the Tenant an N6 notice of termination (N6 Notice) and an N7 notice of termination (N7 Notice), both deemed served on July 12, 2025, both

with a termination date of August 6, 2025. Both the N6 Notice and the N7 Notice relate to the following alleged incident:

- On January 16, 2025, at approximately 3:26PM, T.W. (“victim”), was in the lobby of the residential building when two individuals entered the lobby and made statements such as “you’re gonna get it”. The individuals left, and at approximately 3:31PM the same day, the occupant and two others, wearing masks, entered the lobby and attacked the victim. The occupant used a bear spray bottle to spray the victim on the face and body causing significant pain and discomfort while another individual punched the victim in the face and body.
- Toronto Police Services (“TPS”) attended the residential building promptly following the attack and arrested and charged the occupant with the following: a. Assault with a Weapon – contrary to s. 267(a) of the Criminal Code b. Have Face Masked/ Disguised – contrary to s. 351(2) of the Criminal Code
- Through the above-noted acts of assault, and aggression, the occupant has seriously impaired the safety of other persons on the property of the residential complex.

4. The Occupant referred to in the N6 Notice and N7 Notice, is a listed occupant in the tenancy agreement between the Landlord and Tenant, and is the Tenant’s son Jermaine Anderson.
5. This application associated with the N6 notice is made under s. 61(1) of the *Residential Tenancies Act* (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.

6. The N6 notice alleges that the Tenant, contrary to the *Criminal Code*, committed the offence of assault pursuant to Section 267 of the *Criminal Code*, states:

Assault with a weapon or causing bodily harm.

267 Every person is guilty of an indictable offence and liable to imprisonment for a term of not more than 10 years or is guilty of an offence punishable on summary conviction who, in committing an assault,

- (a) carries, uses, or threatens to use a weapon or an imitation thereof,
- (b) causes bodily harm to the complainant, or
- (c) chokes, suffocates, or strangles the complainant.

[Emphasis added]

7. The application associated with the N7 Notice is made under Section 66 (1) of the *Residential Tenancies Act (2006)* ('the Act') which states:

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.

[Emphasis added]

N6 Notice: illegal Act & N7 Notice: Serious Impairment of Safety

8. The Landlord's Witness, Matthew Wighton, a detective from Toronto Police Service at 41 division, confirmed with his testimony and CCTV footage and documentary evidence submitted by the Landlord that the victim TW was threatened and sprayed in his face with a noxious aerosol (bear and/or pepper spray) in the the lobby on January 16th, 2025.
9. The victim TW was assaulted by the occupant of the rental unit, Jermaine Anderson, and he was charged with assault with a weapon causing bodily harm contrary to s267(a) of the Criminal code and having face masked/disguised contrary to s351(2) of the Criminal Code.
10. The Landlord's Witness further testified that this was a violent act as there were other tenants in the lobby waiting for their children to arrive, approximately around the time schools let out, and children would be returning home. Furthermore, these incidents cause a problem in the community as a whole regarding fear and safety.
11. The Tenant did not ask any question on cross examination, however she testified that her son has not lived there since the occurrence of the indent, and that she has resided in the rental unit for 11 years with her five children aged 16, 10, 7, 5, and 3, who all attend school in the area and this is the only home they have known, and that the children have strong ties to the schools and community as a whole.
12. The Landlord's Legal Representative submitted video surveillance of the incident as evidence. The video is time stamped with the time of 3:31 p.m. on January 16, 2025, along with documentary evidence including the police report of the incident in question.
13. With regard to whether the Tenant's occupant was criminally convicted or not, and what the conviction charges were need not form part of my deliberations. I say this because section 66(1) of the Act, upon which this application is based, does not require criminal charges be laid in order to give the notices or file an application with the Board, although in this case charges may have been laid, but the Landlord is not aware of the outcome of those charges.
14. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), the Divisional Court confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment.

15. I accept the Landlord's evidence, which was supported by the surveillance video and the police report, and the Landlord's Witness testimony that the Tenant's occupant engaged in an assault on the victim TW. In my view, I am satisfied incident of January 16, 2025, abovementioned involving the named occupant of the Tenant on a balance of probabilities was the Tenant's occupant committing an illegal act as alleged and further the Tenant's occupant's conduct of the same date, constitutes a serious impairment of safety to another person, and that this act took place in the residential complex. The Tenant's occupant conduct on this date was not only dangerous but reckless.
16. Based on the evidence before me, I am satisfied that the Tenant's Occupant engaged in the conduct as detailed in the N6 Notice and N7 Notice and, as such has committed an illegal act at the residential complex and the further the Tenant's Occupant has seriously impaired the safety of another person in the residential complex.
17. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 not be unfair to postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act.
20. The Tenant submitted that the Tenant has resided in the residential complex for 11 years with her children, who were born in the community, attend school in the local area, and have significant connection to their schools, their neighbours, and the community. The unit and the community is the only home the children have known and would require significant planning to move. The Tenant also testified to the financial challenges looking for a new home would bring given her financial and personal circumstances.
21. The Landlord's Legal Representative submitted the occupant abovementioned poses a continued risk to the other occupants in the building, but an eviction with a short delay would be appropriate given the circumstances. The Tenant submitted her son in question no longer resides in the rental unit, as a result of conditions stemming from the criminal charges abovementioned.
22. The Landlord's Legal Representative further submitted that other tenants and individuals who have become fearful due to this incident.
23. Given the Tenant's personal circumstances, specifically the other children in the rental unit, and the fact that the Occupant in question is not presently residing in the rental unit, I find that a delay in eviction is appropriate. This will allow the Tenant some time to find alternate housing, while reducing any further prejudice to the Landlord. The Landlord did

not allege of any other conduct since the N6 or N7 notices were served or the application filed.

24. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the documentary evidence presented at the hearing and all of the oral testimony when making my determinations.

25. This Order contains all of the reasons within it. No other order shall issue.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Panagiotis P. Roupas
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 November 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.