



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Braendel, 2026 ONLTB 11488

Date: 2026-02-04

File Number: LTB-L-063536-25

In the matter of: 93, 160 CHESTER LE BLVD
SCARBOROUGH ON M1W2N1

Between: Toronto Community Housing Corporation Landlord

And

Nicole Braendel Tenants
Alvin Stuffleles

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Braendel (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 November 25, 2025.

The Landlord's legal representative, K. Deptuch, and the Tenant attended the hearing. A. Mui, G. Chan, and K. Pattiram, also attended as the Landlord's witnesses.

Determinations:

1. On consent of the parties, the style of cause is amended to include Alvin Stuffleles, as a named party to the application. Alvin Stuffleles also attended the hearing.
2. Based on the evidence before me, I am satisfied, on a balance of probabilities, that an occupant of the Tenants' rental unit has committed an illegal act and has seriously impaired the safety of another person within the residential complex. Therefore, the

tenancy is terminated on April 30, 2026. The Tenants must move out of the unit on or before April 30, 2026.

3. The Tenants were in possession of the rental unit on the date the application was filed.
4. On July 18, 2025, the Landlord gave the Tenants an N6 notice of termination, alleging that the Tenants or another occupant of the rental unit has committed an illegal act in the residential complex. The Landlord also served an N7 notice of termination alleging that the Tenants or another occupant of the rental unit has seriously impaired the safety of a person and the act or omission occurred in the residential complex. The notices of termination had a termination date of August 17, 2025.
5. It was undisputed that on March 12, 2025, at approximately 11:20 p.m., a child of the residential complex was walking his dog and was assaulted by the Tenants' 11year old son. A. Mui (AM), a Special Constable for the Landlord testified that on review of the CCTV video footage, the victim is seen walking his dog when the Tenants' son approaches the victim, pushes him down, punches him and runs away. AM testified that police were called and upon further investigation, it was determined that the victim did not provoke the assailant.
6. AM submits that the behaviour creates a toxic environment where children no longer feel safe in the residential complex.
7. It was undisputed that on July 14, 2025, at approximately 9:07 p.m., there was an altercation between the Tenants' underage child, her guests and the resident of unit 85 within the residential complex. G. Chan (GC), the Landlord's Community Safety Advisor testified that upon review of CCTV video footage, the victim in unit 85 was sitting in front of her unit when she was approached by 4-5 individuals that repeatedly assaulted her. The victim of unit 85 was slapped across the face, the victim fell back, and the assailants began to punch and kick her body, legs and face. GC testified that the assault lasted for about 15-20 seconds. It was undisputed that one of the Tenants' underage children was one of the assailants.
8. It was undisputed that the victim of unit 85 was charged as a result of being intoxicated. The Tenants' child and guests were not charged as the victim did not want to file any charges, however, has requested a transfer to another unit.
9. It was also undisputed that on October 17, 2025, one of the Tenants' children brandished a knife at someone trying to harm them within the residential complex.
10. GC testified that he has worked for the Landlord for 14 years, overtime, the Tenants' children behaviour has worsened with antisocial and violent behaviour escalating as the children get older. It was undisputed that over the years, the Landlord receives approximately 4-5 complaints a month against the Tenants' family with complaint calls coming in on a consistent basis. Residents are not available to testify as they fear for their safety.
11. GC testified that the residential complex consists of townhouses and that most residents are families receiving RGI assistances. Due to the nature of the community, GC asserts that the safety concerns are particularly troubling.

12. K. Pattiram (KP), the Landlord's Community Service Coordinator, testified that as a result of the behaviour being displayed by the Tenants' children throughout the years, there is a safety concern for the staff and residents of the residential complex. There have been numerous complaints against the Tenants' family with respect to fighting, assaults, and damage to community property. KP testified that on an annual basis, the Landlord attempts to provide support to the Tenants such as referrals to parenting responsibility courses and referrals to various programs, workshops and courses for the children, all of which have been declined by the Tenants. The Tenants have stated that they would reach out to the Landlord if support is required, however, have failed to do so.
13. The Tenants did not dispute the allegations made by the Landlord. The Tenant, Nicole Braendel (NB), testified that, with respect to the March 12, 2025 incident, her 11-year-old son had been confronted earlier in the day by the victim and therefore, her son reacted as described by the Landlord. NB testified that she has spoken to her son and explained that his actions were not acceptable.
14. NB testified that the incident of July 14, 2025, occurred because the victim of 85 was previously yelling obscenities to her children and others, and threw alcohol at them. NB testified that it was her 14-year-old daughter that slapped the victim across the face. After the incident, she spoke with her daughter who realized that her actions were not condoned and accepted fault.
15. NB testified that with respect to the October 17, 2025, incident, it was a result of her daughter (same as above) being jumped, therefore, she threatened to get a knife. The incident is still before the courts.

Analysis

16. This application is filed pursuant to section 61 (the N6) and 63 (the N7) of the *Residential Tenancies Act, 2006*, the ("Act").
17. Section 61(1) of the Act provides that, 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.
18. A landlord who gives a tenant a notice of termination pursuant to section 61(1) of the Act must establish on a balance of probabilities that either the tenant or an occupant committed the illegal act or the tenant or an occupant permitted a person to commit the illegal act.
19. Section 66(1) of the Act provides that, 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.

20. Based on the uncontested evidence before me, on a balance of probabilities, I am satisfied that an occupant of the Tenants' rental unit, in this case, the Tenants' children, have committed an illegal act and have seriously impaired the safety of others. It was undisputed that the Tenants' 11-year-old son assault another child in the residential complex on March 12, 2025. It was also undisputed that the Tenants' 14-year-old daughter, together with her guests, assaulted another resident in the residential complex on July 14, 2025. I find that the July 14, 2025 incident was more serious in nature, in that the Tenants' daughter and a group of individuals assaulted a resident in the residential complex by slapping her across the face, and kicking and punching her repeatedly.

Relief from eviction

21. The Tenants have 10 children between the ages of 5 - 23, nine of which still lives with them, plus a grandchild. The Tenants are not working, their only source of income is Ontario Works. Being evicted would be detrimental to the family as rent is expensive and they would lose their RGI subsidy.
22. NB submits that she only has problems with two of her children, however, they are receiving support from other agencies such as, Axa, Scarborough West Neighbourhood and Springboard. NB asserts that counseling has helped her children thus far.
23. AB asserts that she has told her children that their behaviour is unacceptable, and they have accepted their mistakes. There are multiple people in the unit to ensure that her children are well behaved moving forward. Currently her children go to counseling once a month, however, her 14-year-old daughter will most likely attend multiple programs once the July 14, 2025, incident is addressed by the Court. The Tenants request a conditional order.
24. The Landlord's representative relies on caselaw, *Metropolitan Toronto Housing Authority v. Owusu-Ansah* ([1995] O.J. No. 3864). The Landlord's representative submits that the illegal acts and the serious impairments of safety have been proven by the Landlord. The behaviour of the Tenants' children is a safety concern for the residential complex as a whole. The Landlord is responsible for providing a safe space for their residents and they are unable to do so while these Tenants occupy the unit.
25. It was undisputed that the parties have been before the Board for similar behaviour. Order LTB-L-002878-22, was issued on March 9, 2023. The Landlord asserts that there was a breach of the order, but the Landlord did not proceed to request eviction. The Tenants deny having breached that order and assert that the behaviour was with respect to her other children and not the ones related to this application.
26. In *Metropolitan Toronto Housing Authority v. Owusu-Ansah* ([1995] O.J. No. 3864), the Ontario Court of Justice said at paragraph 31 "There is an obligation upon the landlord to clean up its buildings of illegal conduct. There is an obligation on the landlord to see there is no illegal conduct carried on in its buildings... There is an obligation of the landlord to its other tenants". At paragraph 35 the court says, "In my view, the well-being of the community as a whole and the tenants in that community takes precedence over the individual's right to ask for relief of forfeiture under these circumstances".

27. While the illegal act addressed in *Metropolitan v. Owusu-Ansah* is different than the illegal acts addressed in this case, I agree that the well-being of the community as a whole and the tenants in the community takes precedence over the individual's right to ask for relief of forfeiture under these circumstances. The Tenants were previously provided with relief in 2023 for similar behaviour as identified in this order. I accept that the behaviour in LTB-L-002878-22 relates to different children, however, it is evident that the Tenants do not have control over the actions of their children.
28. Although I am sympathetic to the Tenants' circumstances, I find that the behaviour is serious in nature. NB testified that there are individuals available in the unit who can assist the Tenants in addressing their children's conduct. however, it was also undisputed that a further illegal act occurred on October 17, 2025. While the Tenants acknowledged fault with respect to their children's behaviour, they also provided explanations for why the incidents occurred. I find that the evidence suggests that the Tenants children have continued to engage in conduct that escalates disputes rather than allowing the Landlord or police to address them appropriately. In my view, the continued serious behaviour supports the Landlord's application for eviction.
29. 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. I am not satisfied that a conditional order would be appropriate in the circumstances because I am not convinced that the Tenants have the ability to control the behaviour of their children or that their children's behaviour will change.
30. In these circumstances, I find that the behaviour of the Tenants' children has the potential to negatively affect the character of the residential complex. I further find that the well-being of the community as a whole must take precedence over the Tenants' request for relief from forfeiture.
31. The Tenants request 90 days to vacate the unit. The Landlord is not opposed.

Daily Compensation, rent deposit

32. The Tenants were required to pay the Landlord \$2,472.00 in daily compensation for use and occupation of the rental unit for the period from August 18, 2025 to November 25, 2025.
33. Based on the monthly rent, the daily compensation is \$24.72. This amount is calculated as follows: \$752.00 x 12, divided by 365 days.
34. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
35. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants 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 Tenants shall pay to the Landlord \$2,472.00, which represents compensation for the use of the unit from August 18, 2025 to November 25, 2025.
5. The Tenants shall also pay the Landlord compensation of \$24.72 per day for the use of the unit starting November 26, 2025 until the date the Tenants moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenants must pay the Landlord is \$2,658.00. Any payments made by the Tenants shall be deducted from this amount.
8. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026

Date Issued

Mayra Sawicki

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 Tenants 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.