



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Bartholomew, 2026 ONLTB 13238

Date: 2026-02-09

File Number: LTB-L-101022-25

In the matter of: 215, 140 ADANAC DR
SCARBOROUGH ON M1M2E8

Between: Toronto Community Housing Corporation Landlord

And

Khalife Azhar Bartholomew Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Khalife Azhar Bartholomew (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 involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking;
- 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 February 5, 2026. The Landlord's witnesses, Trey Hylton ('TH'), Andre Anderson ('AA') and Rahman Salehr, and Legal Representative, Lee-Anne Thibert, attended the hearing. The Tenant and his Legal Representative, Ali Golabgir, attended the hearing.

Determinations:

Preliminary Issues:

Adjournment Request

1. The Tenant requests an adjournment because the Tenant only retained counsel the day before the hearing, because the Tenant had been incarcerated and only released two weeks before the hearing.
2. The Landlord opposes the adjournment request. The Landlord states that the Tenant was sent a copy of the N6 and N7 notices of termination, along with a list of legal clinics, to the Tenant's place of incarceration, and these were deemed served November 25, 2025.
3. The Landlord adds that on January 20, 2025, the Tenant was sent a copy of the Notice of Hearing, and a second copy of the list of legal clinics. Therefore, the Landlord submits that the Tenant had adequate notice of the hearing. Further, several witnesses had been summonsed and were in attendance.
4. When considering the request for an adjournment, I must consider the following factors as found in the Board's Rule 21 and Guideline 1 Adjourning and Rescheduling Hearings:
 - the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling;
 - the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
5. In my view, the Tenant was provided with ample notice of the upcoming hearing. They had known that the Landlord was seeking termination as early as November 25, 2025, based on receipt of the N6 and N7. There was no reason the Tenant could not have taken steps to reach out to counsel at that time.
6. Further, the Tenant was released from prison two weeks prior to the hearing. Again, in my view, it was incumbent on the Tenant to immediately seek representation rather than wait until the day before the hearing to retain counsel.
7. Lastly, when I consider the prejudice to the Landlord and the Board's obligation pursuant to s.183 to hear matters expeditiously, I am not persuaded that an adjournment is warranted in these circumstances.
8. The Tenant's request to adjourn the hearing was denied.

Witnesses

9. The Tenant also states that they have concerns about evidence which is to be given by witness TH. Specifically, the Tenant states that there is an active ongoing criminal investigation and the proceedings at the Board may affect the outcome of the criminal matter before the Courts. The Tenant wants to limit or disallow TH's testimony. The Tenant also states they were not aware that TH was being called as a witness and that not having this knowledge in advance is prejudicial to the Tenant.

10. When reviewing the Board's records, the summonses are listed in the Tribunals Ontario Portal ('TOP'). However, for some reason the summons for TH had been marked as "private" which means that the Tenant was unable to see that a summons was issued for TH.
11. The Landlord opposes this request, although she was willing to call AA first and only rely on TH's testimony if necessary. However, the Landlord argues that there is no requirement for the Landlord to provide a witness list to the Tenant in advance of the hearing. Further, she argues that the Landlord only became aware that the Tenant had retained counsel at 4:00 p.m. on February 4, 2026. So although she was willing to provide a list of potential witnesses to the Tenant's Representative in advance of the hearing, and she did do so first thing on the morning of February 5, 2026, she could only have done so with the knowledge the Tenant was represented.
12. The Tenant could not point me to any authority which stood for the proposition that a witnesses list must be given to parties in advance of the hearing.
13. Given that I could find no authority for limiting witnesses because the Tenant was not aware of the proposed witness, I was not persuaded that it was appropriate to refuse to hear from the Landlord's witness, TH. Further, the prejudice to the Tenant would be only in the instance where the Tenant provided inculpatory evidence, not the witnesses' evidence.
14. The matter proceeded to a hearing.

Landlord's L2 Application

15. 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 shall terminate February 14, 2026.
16. The Tenant was in possession of the rental unit on the date the application was filed.
17. Although the allegations contained in both the N7 and N6 are identical, for the sake of clarity the allegation of assault will be determined pertaining to the N7 notice of termination. The allegation of possession of an illegal drug for the purpose of trafficking will be analysed under the N6 notice of termination.

N7 Notice of Termination

18. On November 20, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on November 25, 2025, alleging that the Tenant assaulted a guest of another Tenant at the residential complex.
19. A copy of the general occurrence report from the Toronto Police Service, dated July 3, 2025, was submitted into evidence.
20. AA testified that he was is a Constable with the Toronto Police Service. On July 3, 2025, he was called to Unit 38 at 38 Andover Crescent. The individual who called police described that he was a victim of an assault which took place on July 2, 2025, at Unit 304,

Adanac Drive, in Scarborough. The victim had been visiting friends in Unit 304 when he had been assaulted by the Tenant. He did not know who the Tenant was, and the investigating officers through their investigation came to learn that the person who committed the assault was identified as the Tenant.

21. The police executed a search warrant at Unit 103 where the Tenant was apprehended, and criminal charges were laid including a charge of assault. Of note, the Tenant does not live in Unit 103. AA testified he believed that the Tenant did live in Unit 103.

22. Section 66(1) of the Residential Tenancies Act ('the Act'), 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.

23. Although AA mistakenly believed the Tenant lives in Unit 103, the Act requires that the Tenant seriously impaired the safety of another person and that the act occurred in the residential complex. AA's evidence was clear that the act took place in the residential complex. Therefore, AA's mistaken belief about the Tenant's address does not affect my findings as the act occurred in the residential complex.

24. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Landlord has met their onus of proof that the Tenant seriously impaired the safety of another person and that this act occurred in the residential complex.

25. The Tenant argues that the Landlord did not meet their onus of proof regarding the N7 notice. He states that no weapon was found, AA gave hearsay evidence, and the victim was not present to testify.

26. With regard to the weapon, I do not find that this is relevant to my decision. The Act does not differentiate between an assault with a weapon or without a weapon. I accept AA's evidence, and the general occurrence report, which both indicate that the Tenant was identified as the individual who assaulted the victim and that this took place at the residential complex.

27. With regard to hearsay evidence, the Board routinely accepts hearsay evidence provided it is necessary and reliable. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, [2019 ONSC 2083](#) the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. In my view, AA's evidence was both necessary to advance the findings of the police when making determinations about identity of the Tenant and the charges that were laid. Further, I find that AA's evidence was reliable despite the mistaken belief about the Tenant's address noted in par. 23.

28. I also do not draw a negative inference because the victim was not called to testify. The proceedings before me are not criminal in nature where the victim's testimony may well be critical to the findings. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. I am of the view that the Landlord's version of events is more likely than not, true based on the evidence and testimony before me.

N6 Notice of Termination

29. On November 20, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served on November 25, 2025, alleging that the Tenant is trafficking in illegal drugs or is in possession of an illegal drugs for the purpose of trafficking in the residential complex.
30. TH testified that he is a Detective Constable with the Toronto Police Service. He is an investigator in the matter. TH was present during the search warrant, which was executed on July 5, 2025, at Unit 103, 140 Adanac Drive. TH's testimony was that during the search, the Tenant identified a "satchel" which he identified as belonging to him. When the officers inspected the contents of the satchel, they found purple, brown, and pink fentanyl, and crack cocaine, and \$865.00 in cash.
31. TH testified that the quantity of drugs found was 18.37 grams. He adds that the packaging, that being in small, separate clear bags, and the total cash found in the satchel and on the Tenant (\$1,028.50) is consistent with possession for the purpose of trafficking as described by the *Criminal Code of Canada*.
32. Section 61 of the Act sets out termination for an illegal act and specifies that if a tenant or occupant of the rental unit commits an illegal act or carries on an illegal trade, then the landlord may give the tenant a notice of termination. Subsection 61(3) of the Act includes definitions with regard to drug-related activities.
33. The *Controlled Drugs and Substances Act* (Canada) ('CDSA') provides schedules which define whether a drug is included as a "controlled substance." Schedule I includes both fentanyl and cocaine.
34. Based on TH's evidence, I am satisfied on a balance of probabilities that the Tenant was in possession of illegal drugs, as defined in 61(3) of the Act, and that the possession of the drugs are for the purpose of trafficking. TH's evidence is that the drugs were not found in a quantity or packaged in a way consistent with personal use. I am also satisfied that the Tenant was in possession of the illegal drugs for the purpose of trafficking in the residential complex and that this constitutes an illegal act.
35. The Tenant raises that the N6 notice of termination contains an error which in his view renders the N6 invalid because it does not meet the requirements found in the Divisional Court case *Ball v Metro Capital Property*, [2002] O.J. No. 5931 ('*Ball*'). Specifically, the allegations contained in the Landlord's schedule refer to the search warrant having been executed at the Tenant's rental Unit #215 when in fact the search warrant and apprehension of the Tenant were conducted at Unit #103. He argues that the N6 should be dismissed.

36. The Divisional Court in *Ball* found that ruled that notices of termination are void if they lack particulars such as dates and times. MacDougall J. wrote that:

“Particulars should include dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant.”

37. The problem that was addressed in *Ball v. Metro Capital Property* is the meaning of what is now subsection 43(2) of the Act which says that a notice of termination given by a landlord must “set out the reasons and details respecting the termination”. The landlord in *Ball* had served a notice of termination which said merely that the tenant had substantially interfered with the reasonable enjoyment of the landlord by “harassing building staff and office employees to the point of inhibiting them from performing their daily duties”. The notice did not provide any information concerning what behaviour the landlord was actually complaining of. The Court concluded the notice lacked sufficient details because the purpose of the notice was to ensure the tenant knew the case to be met and was in a position to decide whether or not to dispute the allegations at a hearing or how he could void the notice (as this was pursuant to an N5 notice of termination).

38. The Landlord argues that the notice is substantially compliant and that the Tenant was not confused or otherwise unable to make a full answer and defence despite the error in the schedule.

39. Section 212 of the Act, which states that an error in the contents of a form, notice, or document, still constitute substantial compliance as long as the error does not significantly prejudice the party’s ability to participate in a proceeding under the Act.

40. I am not persuaded that the Tenant was unable to make a full answer and defence because of the error included in the Landlord’s schedule attached to the notice of termination. Although the search warrant was not executed at the Tenant’s unit, there is no reason to believe the Tenant did not understand what the N6 was alleging. There is no evidence to suggest that the Tenant had a second search warrant in the same time frame in the complex which would lead to confusion.

41. I am also not of the view that the schedule is not compliant with the Divisional Court’s findings in *Ball*. In *Ball*, the Tenant was given virtually no particulars with which the tenant could evaluate their options to decide whether to defend the application. That is not the case here. The allegations are clearly stated despite the error concerning the location in which the search warrant was executed.

Relief From Eviction

42. 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.

43. The Tenant wishes to preserve his tenancy. Although the Tenant did not give evidence, his Representative advises the Tenant is 34 years old and not currently employed. He has an addiction to drugs. He has lived in the rental unit since 2021. He does not have

housing options and requests that if the termination of the tenancy is granted, he be provided with 30-45 days to find alternative housing.

44. The Landlord provided several authorities which support the request for an expedited eviction. The Landlord submits that the Divisional Court upheld a Board decision in *Joseph v. Toronto Community Housing Corporation*, 2013 ONSC 413, which stands for the proposition that trafficking in drugs puts the residents in the complex at risk (par.8).
45. Although not binding on me, the Landlord points to the decision of this Board, on review, of *Toronto Community Housing Corporation v Francis*, 2025 ONLTB 27237, at par. 20, where the Member found that possession of fentanyl is “not the same as possessing alcohol or even cannabis...common knowledge fentanyl is a highly dangerous substance.” The Member goes on to refer to other cases including *R. v. Park*, [2020 ONSC 3941](#) and *R. v Brazier*, [2023 ONSC 3191](#) at para. 175, in referencing that the Courts have taken judicial notice that Canada is facing an opioid crisis, and that fentanyl is at the heart of that crisis.
46. Given the Courts’ findings regarding the dangerous nature of fentanyl, I am not of the view an extended termination date is appropriate. The residents in the building are put at risk as a result of the Tenant’s behaviour. I am also not persuaded that because the Tenant may have a drug addiction that this necessitates a stay of the eviction owing to protections found under the *Human Rights Code*. In *Connelly v Mary Lambert Swale Non-Profit Homes*, [2007] OJ No. 4765 (ON SCDC), the Divisional Court states that it must be possible to preserve the essence of a tenancy through accommodation. The *Code* will not prevent eviction where the tenancy is untenable, even with accommodation.
47. The Tenant was required to pay the Landlord \$215.46 in daily compensation for use and occupation of the rental unit for the period from December 11, 2025, to February 5, 2026, less any amounts already paid by the Tenant to the Landlord.
48. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.
49. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
50. There is no last month's rent deposit.
51. This order contains all the evidence within it. No further reasons shall be given.

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 14, 2026.
2. If the unit is not vacated on or before February 14, 2026, then starting February 15, 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 15, 2026. The Sherriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$215.46, which represents compensation for the use of the unit from December 11, 2025, to February 5, 2026.
5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting February 6, 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 \$401.46, less any amounts already paid by the Tenant to the Landlord.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Jane Dean
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 15, 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.

