



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Tabnor, 2026 ONLTB 15125

Date: 2026-02-17

File Number: LTB-L-104307-25 and LTB-L-074853-25

In the matter of: 204, 31 GILDER DR
SCARBOROUGH ON M1K4P8

Between: Toronto Community Housing Corporation Landlord

And

Reuben K. G. Tabnor Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Reuben K. G. Tabnor (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. (N6 Notice)

Toronto Community Housing Corporation (the 'Landlord') also applied for an order to terminate the tenancy and evict Reuben K. G. Tabnor (the 'Tenant') because:

- 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. (N7 Notice)

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 10, 2026.

Only the Landlord's Representative Lee-Anne Thibert and witnesses Husein Ladha, Greg Chan, Cst. Rutherford, Cst. Thompson, Cst. Clayford and Aaron Hubbard attended the hearing.

As of 9:36 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 and N7 Notices of Termination

3. On August 28, 2025, the Landlord gave the Tenant an N7 notice of termination.
4. On December 2, 2025, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains, in part, the following allegations:

N6/N7 Notices May 13, 16, June 28, July 8, August 5, 7, and 8, 2025, the Tenant left a staff member numerous voicemails which were inappropriate, disturbing and threatening.

N6 Notice On September 30, 2025 the police attended the residential building for a report that the Tenant was harassing another tenant.

On October 4, 2025, the police attended the residential building for a report that the Tenant had put cigarette butts and paper through their mail slot in their door.

On October 5, 2025, the police attended the residential building for a report that the Tenant was harassing another tenant.

On October 10, 2025, the police attended and arrested and charged the Tenant with criminal harassment x4, for the above noted incidents.

Landlord's Evidence

5. The Landlord's witness Special Cst. Rutherford testified to an occurrence report dated May 15, 2025 which referenced the Tenant leaving voicemails to a staff member, talking about murder and per-meditation. He further testified that he had attempted to speak to the Tenant, as the Tenant's behaviour was concerning, but was unable to contact him. A copy of the report and a voice recording of the Tenant's voicemail was submitted as evidence.
6. The Landlord's witness Special Cst. Clayford testified that he did a follow up with the staff member who was receiving the voicemails from the Tenant on May 20, 2025 about messages left on May 16, 2025. He further testified that the voicemail from the Tenant referenced "kill you" and "jacking off" and these messages were a cause for concern as the

Tenant seems fixated with the staff member. A copy of the report and the voicemail from the Tenant was submitted as evidence.

7. The Landlord's witness Husein Ladha (HL), the property manager, testified that the voicemails from the Tenant to the staff member made her very afraid for her safety and the safety of her children. He further testified that the staff member was affected to the point that it caused mental health issues, emotional stress, fear and anxiety which caused her to miss work and eventually be transferred to a different building. Recordings of 3 more voicemails were submitted as evidence.
8. The Landlord's witness Toronto police officer Dzingala testified that he attended the residential building and arrested the Tenant for 4 counts of criminal harassment and 1 count of assault. He further testified that the other tenants and staff had reason to fear for their safety due to the behaviour of the Tenant.

Analysis

9. The N6 notice of termination was served pursuant to section 61 of the *Residential Tenancies Act, 2006*, (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.

10. The N7 notice of termination was served pursuant to section 66 of the Act which states:

66 (1) A landlord may give a tenant notice of termination of the tenancy if, 2023 ONLTB 37381 (CanLII)

(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.

11. Based on the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenant committed an illegal act within the residential complex and also impaired the safety of other people within the residential complex by leaving a staff member numerous voice mails which were threatening, inappropriate, disturbing and by harassing other tenants by banging on their doors and putting unwanted items through their mail slot.
12. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

Daily compensation and rent deposit

13. The Tenant was required to pay the Landlord \$164.52 in daily compensation for use and occupation of the rental unit for the period from January 6, 2026, to February 10, 2026.
14. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. The Landlord is seeking termination of the tenancy and requested an expedited order for the safety of the other tenants.
18. The Tenant did not attend the hearing to present any evidence or submissions in support of granting 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$164.52, which represents compensation for the use of the unit from January 6, 2026, to February 10, 2026.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting February 11, 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 \$350.52.

8. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Brenda Mercer
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 September 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.