



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Guevara, 2026 ONLTB 20897

Date: 2026-03-13

File Number: LTB-L-096720-25

In the matter of: 820, 245 DUNN AVE
TORONTO ON M6K1S6

Between: Toronto Community Housing Corporation Landlord

And

Michelle Guevara Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Guevara (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 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.

Only the Landlord's legal representative, Jathusan Ratnakumaran, the Landlord's agent, Wendy Amaya, and the Landlord's witness, Detective Constable Brook Walsh from Toronto Police Services (DCBW), attended the hearing.

As of **9:49am**, 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. The Tenant was in possession of the rental unit on the date the application was filed, and the tenant remained in possession of the rental unit is of the hearing date.

2. On October 18, 2025, the Landlord gave the Tenant an N6 notice of termination which is deemed served by mail on October 23, 2025. The termination date in the notice is November 15, 2025.

3. The N6 notice is served pursuant to subsection 61(1) of the *Residential Tenancies Act, 2006* (the 'Act'), which provides as follows:

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.

4. The N6 notice alleges, and I believe this to be true based on the uncontradicted evidence of the Landlord, that on October 8, 2025, the Toronto Police Services (TPS) executed a search warrant in the rental unit at approximately 8:57am as a result of an investigation of the suspected drug trafficking in the residential complex and the Tenants rental unit.

5. As a result of the search warrant and investigation, the TPS seized a quantify of illegal drugs and other indicative items from the Tenant as follows:

1. Cocaine – 6.76 grams
2. Fentanyl – 71.4 grams
3. Ketamine – 12.96 grams
4. Fentanyl – 1.41 – Located on the Tenant
5. Digital scales
6. Proceeds - \$6,045.00 CDN
7. Proceeds - \$75.00 CND – Located on the Tenant

6. The charges laid against the Tenant, but are still before the Courts as of the hearing date are:

1. Possession for purpose of trafficking Schedule I (Cocaine)
2. Possession for the Purpose of Trafficking Schule I (Fentanyl)
3. Possession for the Purpose of Trafficking Schedule I (Ketamine)
4. Possess Proceeds of Property Obtained by Crime - over \$5,000.

7. I am satisfied that the Tenant has committed an illegal act, trade, business or occupation involving the trafficking in an illegal drug or possession of an illegal drug for the purposes of trafficking in the rental unit.

8. DCBW testified that between the quantity of the drugs seized and the digital scales, packaging materials and currency found in the unit and on the Tenant, they laid the higher charge of trafficking versus possession.

9. DCBW further testified that this type of conduct within a residential complex opens other residents to exposure of the drugs and has the potential to expose youths to this type of activity and in their experience also increases the risk of exposure to vulnerable residents of violence.
10. The Landlord's agent testified that this is a subsidized housing complex made up of a 20-storey building with 390 units which includes seniors, families with small children and other vulnerable residents which include occupancy in rapid housing units. This type of activity causes safety concerns in the residential complex as it is often also associated with improper disposal of needles, overdoses and firearms.
11. Additionally, prior to the search warrant execution, they regularly received complaints of people coming and going at all hours of the day and night from the unit with complaints of noise and knocking on other unit doors in search of the Tenant's unit and this has continued, although less frequently than it had been prior to the Tenant's arrest.
12. In *Swansea Village Co-operative Inc. v. Balcerzak*, [1988 CanLII 4844 \(ON SC\)](#), [1998] O.J. No. 84, 63 O.R. (2d) 741 (Ont. Div. Ct.) ('Swansea'), the court found that there can be eviction for an isolated illegal act, but the illegal act cannot be trivial. The offence must have the potential to affect the character of the premises or disturb the reasonable enjoyment of the Landlord or other tenants. Further, in *Joseph v. Toronto Community Housing Corporation*, [2013 ONSC 413](#) ('Joseph') the Divisional Court confirmed that 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 serious circumstances.

Daily Compensation

13. The Tenant was required to pay the Landlord \$586.49 in daily compensation for use and occupation of the rental unit for the period from November 16, 2025 to February 5, 2026.
14. On February 1, 2026 the lawful monthly rent increased to the unsubsidised amount of \$1,427.00.
15. Based on the monthly rent, the daily compensation is \$46.92. This amount is calculated as follows: \$1,427.00 x 12, divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.

Discretionary Relief from Eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
19. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any discretionary relief from eviction.

20. I see no reason to depart from same findings as in *Swansea* and *Joseph* in the case before me. There is no doubt that trafficking of illegal drugs in a residential complex with other vulnerable residents negatively impacts the community as a whole and there can be no conditional order to prevent the Tenant's conduct in the future within the complex.

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 March 18, 2026.
2. If the unit is not vacated on or before March 18, 2026, then starting March 19, 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 19, 2026.
4. The Tenant shall pay to the Landlord \$586.49, which represents compensation for the use of the unit from November 16, 2025 to February 5, 2026, less any payments made by the Tenant.
5. The Tenant shall also pay the Landlord compensation of \$46.92 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 \$772.49, less any payments made by the Tenant.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2026 at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Terri van Huisstede
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 19, 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.