



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Ly, 2026 ONLTB 23781

Date: 2026-03-19

File Number: LTB-L-104387-25

In the matter of: 607, 10 GLEN EVEREST RD
SCARBOROUGH ON M1N1J4

Between: Toronto Community Housing Corporation Landlord

And

Duc Minh Ly Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Duc Minh Ly (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 16, 2026. The Landlord's legal representative Lee-Anne Thibert attended the hearing.

As of 9:25 am, the Tenant was not present or represented at the hearing. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issue:

1. I raised at the hearing that the Landlord and Tenant Board's records confirm that the Landlord and Tenant Board did not issue a Notice of Hearing to the Tenant.
2. The Landlord's legal representative stated that the Landlord issued a copy of the Notice of Hearing to the Tenant by regular mail on February 26, 2026.

3. I accept the submission from the Landlord's legal representative that the Notice of Hearing was issued to the Tenant by regular mail and deemed served on March 3, 2026.

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, I find the terms of a conditional order as set out below appropriate to provide the Tenant with an opportunity to preserve their tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N6 Notice of Termination

On December 3, 2025, the Landlord gave the Tenant an N6 Notice of Termination deemed served on December 8, 2025. The N6 Notice of Termination contains the following allegations:

- On July 4, 2025, at approximately 1:00PM, the victim was asleep in their unit at the residential complex. The victim left the door unlocked, and the Tenant entered the victim's unit while the victim was sleeping. While the victim was sleeping, the Tenant walked around the victim's unit. The victim awoke and was startled to see the Tenant and yelled at the Tenant to get out. The victim observed the Tenant carrying a bag which contained items from the victim's unit. Toronto Police Services ("TPS") were called and attended to take a report.
- On July 22, 2025, TPS attended the Tenant's rental unit to arrest the Tenant. The Tenant was charged with the following:
 - i. Unlawful Entry in Dwelling House – contrary to Criminal Code s.349(1); and
 - ii. Theft under \$5000 – contrary to Criminal Code s.334(b) 6. On August 14, 2025, staff of the landlord sent to the Tenant a letter advising that the reported thefts were a violation of the lease agreement and could result in legal consequences.

4. *Illegal Act*

The Tenant has committed an illegal act in the residential complex by unlawfully entering another tenant's unit at the residential complex on July 4, 2025 and committing theft by taking items from the resident's unit on this date.

5. Police Constable Jason Jones ('PC Jones') testified that he is a police officer with Toronto Police Services and works with the Major Crimes Unit. He testified that he was the investigating officer relating to the alleged incident on July 4, 2025 and authored the police report dated July 23, 2025 ('police report') which was referenced at the hearing.

6. He states that another tenant (the 'victim') who resides at the residential complex had telephoned the police on July 4, 2025 to advise that another tenant had illegally entered his unit.
7. PC Jones testified that on July 4, 2025, the victim was asleep in their unit around 1:00 pm on July 4, 2025 and had left the door to their unit unlocked. PC Jones states that the Tenant entered the victim's unit while they were asleep and accidentally kicked the bed of the victim and woke them up. The victim yelled at the Tenant to get of his unit.
8. The victim observed the Tenant carrying a bag of food which he took from the victim's fridge along with a beer, a bottle of Gatorade, and a clock. PC Jones states that the victim recognized the Tenant as they both lived in the same building at the residential complex.
9. PC Jones states that police attended the rental unit on July 22, 2025 and arrested the Tenant relating to the incident that occurred on July 4, 2025. He states the Tenant was originally charged with break and enter but the charges were changed on October 15, 2205 to unlawfully entering a dwelling and theft under \$5,000.00. He further testified that the Tenant entered into a peace bond and agreed that he would have no contact with the victim and the Tenant did not serve any time in jail.
10. I am persuaded by the uncontested evidence of PC Jones who was the investigating officer for the incident of July 4, 2025 and who authored the police report referenced for the hearing. On a balance of probabilities, I find this evidence supports the Tenant unlawfully entered another tenant's unit at the residential complex on July 4, 2025 and removed the said items from the unit without permission which constitutes theft.
11. The Landlord requests a conditional order with terms which were proposed by the Landlord.
12. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. I find the terms of the conditional order proposed by the Landlord to be reasonable and it offers the Tenant the opportunity to preserve their tenancy.

It is ordered that:

The Landlord's application for eviction of the Tenant is denied subject to the following conditions:

1. The Tenant shall not enter any rental units at the residential complex uninvited for the duration of tenancy.
2. The Tenant shall not commit any thefts or acts as noted in the N6 Notice of Termination.
3. If the Tenant fails to comply with the conditions set out in paragraphs 1, 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the

application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before September 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 20, 2026 at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Kimberly Parish
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.