



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Pappas, 2026 ONLTB 25800

Date: 2026-03-27

File Number: LTB-L-014849-26

In the matter of: 412, 155 SHERBOURNE ST
TORONTO ON M5A3W2

Between: Toronto Community Housing Corporation Landlord

And

Michael Anthony Pappas Tenants
Salla Katriina Pappas

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Anthony Pappas and Salla Katriina Pappas (the 'Tenants') because:

- the Tenants 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on March 24, 2026.

Only the Landlord's legal representative Laura MacPhee and the Landlord's witness Special Constable Gurmin Dhaliwal attended the hearing.

As of 10:43 am, the Tenants were 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. The Tenants did not join during the scheduled block and the LTB technical team did not advise of any related issues. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord's representative said that the Tenants were provided with the Landlord's disclosure, including a copy of the hearing notice, by the Superintendent on March 16, 2026.

2. Having given further thought to this application and as explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The rental unit is a one-bedroom apartment in a multi-unit complex.
5. The tenancy began on or around April 4, 2023.
6. The Landlord's disclosure includes a copy of the Toronto Community Housing Occurrence report, dated December 23, 2025 (DOC7611035, pg. 18).

N6 Notice of Termination – Illegal Act

7. On February 6, 2026, the Landlord gave the Tenants an N6 notice of termination with a termination date of March 8, 2026. In the notice, the Landlord alleges that the Tenants, someone living with the Tenants or someone they permitted, committed an illegal act at the residential complex.
8. The acts alleged in the notice of termination relate to the conduct of an individual on the grounds of the residential complex that occurred on December 23, 2025.
9. The notice describes a fire at the rear of the complex. The CCTV footage revealed that the accused Amber Johnson entered the rental unit after setting fire at the complex. The Tenants answered a door knock by the CSU Officer and the accused was located in the rental unit. The accused was arrested for arson and has three different warrants for theft.
10. The Landlord's witness Special Constable Gurmin Dhaliwal provided testimony related to the acts of December 23, 2025.
11. Core to my analysis of this matter are the statutory provisions relating to the authority of this Board to hold a tenant liable for the actions of their "guests." The term "guest" is itself not used in the Board's notice of termination, or in the Act.
12. Under subsection 61(1) of the Act (on which the N6 notice of termination is based), a landlord may seek to terminate a 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."
13. The Landlord bears the burden of proving, on a balance of probabilities, all of the elements of these grounds for termination, including whether the offending actor falls within the classes of persons described in these grounds for termination. If the Landlord cannot prove that the offending actor is within the provisions of the Act, the Board has no jurisdiction to terminate the tenancy regardless of whether the alleged conduct occurred.
14. As per s.61(1) of the Act, there are three classes of people whose conduct may give grounds for service of a notice of termination:
 - a) A tenant;
 - b) An occupant of the rental unit;

- c) Another person, when the tenant or occupant permits that person to commit an illegal act or carry on an illegal trade, business or occupation within the rental unit or the residential complex.
15. No evidence was led that the accused is and has not been a tenant of the rental unit. The first ground noted above cannot sustain the N6 notice.
16. The term "occupant" is not defined in the Act. The Board's Guideline 21 notes as follows:
- "For the purposes of proceedings at the Board, an "occupant" may be considered to be a person who is not a tenant but who lives in a rental unit as their principal place of residence."
17. While the guideline is not strictly binding on me, I accept the general premise that there must be some form of ongoing residential tie to the rental unit for a person to be considered an occupant. In the context of a dwelling, occupancy suggests habitation.
18. It was the testimony of the Landlord's witness that the accused is a guest of the Tenant. Therefore, the second ground noted above cannot therefore sustain the N6 notice.
19. The third ground noted above requires that the tenant or occupant permit a person to commit an illegal act. I considered that the act alleged to have been committed by Amber Johnson would be inherently her own independent actions. There is no evidence that the Tenants were present when the fire occurred at the complex. There is no evidence that the Tenants admitted her into complex or the rental unit for the purpose of engaging in these acts.
20. Subsection 61(1) of the Act strictly requires that, when the perpetrator of an illegal act is not a tenant or occupant, the illegal acts themselves must be permitted by a tenant or occupant. The Landlord has produced no evidence to support such acquiescence to Amber Johnson's alleged conduct by the Tenants. While the Tenants may have invited the accused into their rental unit, there is simply insufficient evidence of the Tenants' role in the acts. The alleged act is so inherently self-initiated that I would struggle to hold the Tenants responsible for them as required by subsection 61(1). The third ground noted above can therefore not sustain the N6.
21. Based on the evidence before the Board and on a balance of probabilities, the Landlord has not proven that the Tenants had any involvement with the incident on December 23, 2025, let alone permitted Amber Johnson to commit this act at the residential complex. In circumstances where the Landlord bears the burden of proof, the paucity of evidence on these points leads me to conclude that the Landlord has not proven all required elements of subsection 61(1) of the Act.
22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.

March 27, 2026

Date Issued

Dana Wren

Member, 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.