



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Reid, 2026 ONLTB 28517

Date: 2026-04-07

File Number: LTB-L-011112-26

In the matter of: 8, 10 ARBOR DELL RD
ETOBICOKE ON M9W4C5

Between: Toronto Community Housing Corporation Landlord

And

Tevone Reid Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Tevone Reid (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 23, 2026. The Landlord's legal representative John Edlund, the Landlord's witnesses Al MacIsaac and Brad Harper and the Tenant attended the hearing.

Determinations:

Adjournment Request:

1. At the commencement of the hearing block, the Tenant request an adjournment of the matter so he could have additional time to retain legal representation. The Tenant testified that he only learned about the hearing approximately 2 weeks prior and as such, he was unable to retain legal representation from his legal aid clinic.
2. The Board's records confirm that notice of hearing was served to the rental unit on February 18, 2026 by mail and was not returned by Canada Post. As such, the notice was deemed served on February 23, 2026 pursuant to subsection 191(3) of the *Residential Tenancies Act, 2006* (the Act) and the Board's Rules of Procedure.

3. The Board's records also confirm that the Tenant was uploading evidence and submissions to the Tribunals Ontario Portal as early as March 6, 2026, which confirms that the Tenant was aware of the hearing scheduled more than 2 weeks prior to the hearing.
4. The Landlord's representative also testified that two days prior to the hearing, he was contacted by the local legal aid clinic advising that they were not retained on the matter but inquiring as to whether the Landlord would be willing to consent to an adjournment of the matter. The Landlord did not consent to this request.
5. Based on the evidence and submissions before the Board, I denied the Tenant's request to adjourn the matter. The Board's record confirms that the Tenant was served with notice of hearing a month prior to the hearing date and that the Tenant was clearly aware of the hearing on March 6, 2026 (17 days prior) as he was uploading documents to TOP.
6. I therefore find that the Tenant has had ample time to obtain legal representation prior to the hearing but failed to act diligently and take the appropriate steps to connect with his legal aid clinic when he first discovered notice of the hearing.
7. As such, the adjournment request was denied, and the matter proceeded to be heard on its merits.
8. Prior to hearing the merits, the matter was stood down for over three hours to allow the Tenant an opportunity to speak and consult with tenant duty counsel. The Board's records confirm that the Tenant spoke with a duty counsel representative from his local legal aid clinic prior to the matter being called forward.

Merits of Application:

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
10. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession as of the hearing date.
11. The Landlord's application was filed on February 5, 2026 and is based on a N6 notice of termination served to the Tenant on December 11, 2025 with a termination date of January 31, 2026. The notice alleges that the Tenant has committed an illegal act within the residential complex.
12. The rental unit is located in a townhome complex consisting of approximately 240 rental units.
13. Brad Harper provided oral testimony for the Landlord. Mr. Harper is employed as a special constable for the Landlord and testified that on September 20, 2025, at approximately 7:51am, he was dispatched to the residential complex to address a physical altercation that occurred.
14. Mr. Harper testified that Toronto Police Services were also dispatched to the rental unit at this time.

15. Mr. Harper further confirmed that on the request of Toronto Police that he reviewed video surveillance footage in the residential complex, where it was confirmed that the Tenant was involved in an altercation with another resident which resulted in the Tenant assaulting another individual in the residential complex with a knife, which resulted in multiple lacerations on the victims face and body. The Landlord submitted into evidence a copy of the occurrence reported completed and filed by Mr. Harper (LL exhibit #1).
16. Mr. Harper also testified that the Tenant was arrested and charged because of this incident and that the victim was transferred to Etobicoke General Hospital for his injuries.
17. Allan MacIsaac also provided oral testimony at the hearing for the Landlord. Mr. MacIsaac is employed as a Detective with the Toronto Police Service. Mr. MacIsaac confirmed that on the date in question that the Tenant was arrested and charged with the following pursuant to the *Criminal Code (R.S.C., 1985, c. C-46)* :
 - Assault with a weapon or causing bodily harm – Section 267 of the Criminal Code
 - Aggravated assault – Section 268 of the Criminal Code
 - Uttering threats - Section 264.1 of the Criminal Code.
18. The Landlord submitted into evidence a copy of the General Occurrence Report submitted by the Toronto Police Services for this incident (LL exhibit #2).
19. The Tenant did not cross-examine either of the Landlord's witnesses, nor did he elaborate on or provide detailed testimony with respect to the alleged incident. The Tenant simply stated that he "acted in self-defence" on the alleged date in question and did not dispute that he was arrested and charged for the alleged conduct.

Findings & Analysis:

20. The Landlord's notice of termination was served pursuant to section 61(1) of the Act:

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.

21. Further section 75 of the Act states:

75 The Board may issue an order terminating a tenancy and evicting a tenant in an application under section 69 based on a notice of termination under section 61 whether or not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation.

22. Based on the evidence and submissions before the Board, I find that the Tenant has committed an illegal act within the residential complex on September 20, 2025, when he assaulted another resident with a knife in the residential complex. The Landlord's evidence was supported by both a Special Constable who reviewed the video surveillance footage and a Detective that was involved in the criminal investigation. The Tenant

provided no evidence at the hearing to suggest that they did not engage in the alleged conduct, and I find that the Tenant's explanation for the conduct is not credible and/or supported by any sufficient evidence.

23. As such, I find that the Landlord had proven on a balance of probabilities the allegation contained in the notice of termination.

Daily Compensation & Costs:

24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. The Landlord's application also claims per-diem compensation for each day the Tenant occupied the rental unit after the termination date set out in the notice of termination (January 31, 2026).
26. At the hearing the Landlord's representative confirmed that all rent was paid in full to March 31, 2026. As such, per-diem compensation will only be ordered from April 1, 2026.
27. Based on the monthly rent, the daily compensation is \$2.79. This amount is calculated as follows: \$85.00 x 12, divided by 365 days.
28. There is no last month's rent deposit.

Relief From Eviction:

29. 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 postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
30. At the hearing, the Landlord did not oppose a three-month delay in termination of the tenancy. As explained below, I find that a termination date of June 30, 2026 to be appropriate in the circumstances.
31. The Tenant testified that he has resided in the rental unit over 10 years and that he resides in the unit with a young child. The Tenant also stated that he has a good relationship with his neighbouring residents and the community.
32. The Tenant requested that the Board issue a conditional order allowing him to preserve his tenancy.
33. 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.), 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. In this case, I find that the Tenant's conduct disturbed, interfered with the reasonable enjoyment and safety of the other residents within the residential complex. The evidence before the Board confirms that another resident in the rental complex was assaulted with a weapon and was hospitalized as result of the Tenant's conduct, which is serious and unacceptable conduct.

34. Further, in *Joseph v. Toronto Community Housing Corporation*, 2013 ONSC 413, 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.
35. As such, I find that it would be unfair to the Landlord and the other residents to impose a conditional order given the seriousness of the conduct plead and proven. I further find that it would be unfair to delay eviction beyond June 30, 2026 to limit the risk to the Landlord's staff and/or other residents within the residential complex.
36. The tenancy will therefore terminate on June 30, 2026.
37. This Order contains all the reasons for this matter. No further reasons will issue.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay the Landlord compensation of \$2.79 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Fabio Quattrociocchi
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 January 1, 2027 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.