



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Bawn, 2026 ONLTB 39402

Date: 2026-05-19

File Number: LTB-L-010071-26

In the matter of: 1908, 200 WELLESLEY ST E
TORONTO ON M4X1G3

Between: Toronto Community Housing Corporation Landlord

And

Jacqueline Elizabeth Bawn Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jacqueline Elizabeth Bawn (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 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.

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 May 6, 2026. Only the Landlord's Agent, Tanishia Allen (TA), the Landlord's Witnesses, Joshua Mordarski (JM) and Daryl Konecny (DK), and the Landlord's Legal Representative, Laura MacPhee, attended the hearing.

As of, 10:43 a.m., 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. **Therefore, the Tenant must move out of rental unit on or before May 30, 2026.**

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 23, 2026, the Landlord gave the Tenant an N6 and an N7 notice of termination, both deemed served on January 28, 2026.
4. The N6 notice of termination alleges on October 6, 2025, and October 7, 2025, the Landlord's Community Safety Alternate Response Unit (CSARU) assisted Toronto Police Services (TPS) to conduct a CCTV video review of an active investigation. Thereafter on or about October 17, 2025, the Landlord's Community Safety Unit (CSU) was contacted and assigned to assist TPS 52 division major crimes unit with a controlled drug and substances Act search warrant the rental unit. CSU Special Constable Joshua Mordarski (JM) met with TPS, was shown a copy of the executed search warrant, and the rental unit key was retrieved and provided to TPS, the search warrant was executed by TPS and 5 parties located in the rental unit, and illicit narcotics were seized from the rental unit, which included 42.5 grams of Fentanyl, the Tenant was arrested and charged with one count of possession for purpose of trafficking and was released on a Form 10 Release Order.
5. The N7 notice of termination, alleges the Tenant's behaviour or the behaviour of someone visiting or living with the Tenant has seriously impaired the safety of another person and this behaviour occurred in the residential complex. The alleged facts supporting this notice were identical to the above.
6. The Landlord's L2 Application is made pursuant to the N6 notice of termination given under subsection 61(1) of the *Residential Tenancies Act, 2006* (the "Act"), and an N7 notice made under subsection 66(1) of the Act.
7. In the case of the N6 notice, the Landlord selected the box on the N6, alleging that the Tenant or another occupant of the rental unit had committed an illegal act or had 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.
8. For the Landlord's application to be successful, the Landlord must establish that the Tenant or an occupant committed an illegal act involving the production of a drug or the trafficking or possession of a drug for the purpose of trafficking. If the Landlord cannot prove, on balance of probabilities, that the events in the notice relate to drug trafficking or production, I cannot issue an order evicting or remedies based upon an application made pursuant to that notice. Proof of the presence or use of drugs by the Tenants, other occupants, or guests, is not sufficient for the Landlord's application to succeed.
9. In this case, the Landlord did prove that the Tenant has committed an illegal act, trade, business or occupation involving the production of an illegal drug, trafficking in an illegal drug, or possession of an illegal drug for the purposes of trafficking in the rental unit on a balance of probabilities and below are my reasons.
10. Moreover, the Landlord did prove 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 occurred in the residential complex on a balance of probabilities and below are my reasons.

11. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), the Divisional Court confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment, the Landlord's Witness, Constable DK of the TPS testified that he was in attendance during the search warrant and 42.5 grams of Fentanyl, 5.9 grams methamphetamine, 28.2 grams of cocaine, 45 grams of hydromorphone and 1.7 grams of percocet were seized during the execution of search warrant and the Tenant was arrested on the charges as outlined in the N6 notice.
12. DK testified that a dose as small of 0.22 grams of Fentanyl could be fatal to an innocent bystander, and the fact there was 42.5 grams in the rental unit, could pose a serious impairment of safety to other residents in the residential complex and employees of the Landlord.
13. DK further testified the quantity of seized narcotics was indicative of trafficking as the seizure of narcotics from the rental unit greatly exceeded that of standard personal use.
14. TA, the manager of tenancies for the Landlord testified that there were 700 units in the residential complex mixed with families, and young children. Moreover, TA testified that she was familiar with complaints against the Tenant and possession for the purpose of trafficking charges were nor condoned by the Landlord, and always lead to an application for eviction, as the Landlord has to consider serious impairment of safety to other residents and the reputation of the Landlord.
15. The N6 served on the Tenant describes an event on October 17, 2025, where the Landlord's Community Safety Unit (CSU) was contacted and assigned to assist TPS 52 division major crimes unit with a controlled drug and substances Act search warrant the rental unit. CSU Special Constable Joshua Mordarski (JM) testified that he met with TPS, was shown a copy of the executed search warrant, and thereafter provided the rental unit key to TPS, the search warrant was executed by TPS and 5 parties located in the rental unit, and illicit narcotics were seized from the rental unit, and that he was aware the Tenant was arrested and charged with one count of possession for purpose of trafficking and was released on a Form 10 Release Order.
16. The Landlord's Legal Representative submitted uncontested documentary evidence, including internal Landlord and TPS reports provide that TPS attended and executed a search warrant and arrested the Tenant, seized narcotics and \$2000.00 in cash, and further a TPS officer suffered lacerations from a canine bite, and the canine was seized by Toronto Animal Services. Furthermore, the Tenant's 17-year-old son was charged by TPS, and the other 3 individuals in the rental unit were released with no charges, one of which was a 12-year-old minor.
17. I accept the Landlord's Agent and witnesses uncontested evidence, which was supported by the Landlord's internal security report, TPS report, and the Landlord's Witnesses oral testimonies that the Tenant or another occupant of the rental unit had committed an illegal act or had 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. In my view, I am satisfied the incident of October 17, 2025, abovementioned involving the Tenant on a balance of probabilities was the Tenant committing an illegal act and or illegal trade in the rental unit or the residential complex involving the trafficking in

an illegal drug or the possession of an illegal drug for the purposes of trafficking, which also on a balance of probabilities constitutes a serious impairment of safety to another person, and that this act took place in the residential complex.

18. Based on the evidence before me, I am satisfied that the Tenant committed an illegal act 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 as detailed in the N6 Notice, as such the Tenant committed an illegal act at the residential complex and the further the Tenant has seriously impaired the safety of another person in the residential complex as detailed in the N7 Notice.
19. The illegal act alleged in the N6 notice relate to possession of an illegal drugs for the purposes of trafficking, and the evidence provided by the Landlord that the Tenant in fact themselves was responsible for this was uncontested.
20. I am asked to infer that TPS attending and arresting the Tenant and the subsequent police report regarding the charges laid is evidence related to drug crimes.
21. On a balance of probabilities, the Landlord has proven the requirements of subsection 61 of the Act, and subsection 66(1) of the Act and the N6 and N7 notices of termination can sustain an eviction.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

23. 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, given the Tenant was not in attendance and no circumstances were presented to me on the Tenant's behalf.
24. I have considered all the uncontested evidence presented at the hearing and all of the uncontested oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
25. This order contains all of the reasons within it and no further reasons will be issued.

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 May 30, 2026.
2. If the unit is not vacated on or before May 30, 2026, then starting May 31, 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 May 31, 2026.

4. The Tenant shall 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 May 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 31, 2026, at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Panagiotis P. Roupas
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 November 25, 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.