



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v D'Amico, 2026 ONLTB 40379

Date: 2026-05-26

File Number: LTB-L-060584-25

In the matter of: 102, 3725 DUNDAS ST W
YORK ON M6S2T5

Between: Toronto Community Housing Corporation Landlord

And

Maria D'Amico Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Maria D'Amico (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 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 April 7, 2026.

The Landlord's Legal Representative Chelsea Rostant, the Tenant's Legal Representative Melissa Keogh and the Tenant attended the hearing.

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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N6 Notice of Termination and N7 Notice of Termination

On July 17, 2025, the Landlord gave the Tenant an N6 notice of termination, which was deemed served on July 22, 2025, with a termination date of August 17, 2025. The notice of termination contains the following allegations:

- On or about October 21, 2024, members of the Public Safety Response Team (PSRT) commenced a follow-up investigation into the accused. During the course of police surveillance, officers observed conduct consistent with a suspected drug transaction. As a result of this investigation, officers applied for and were granted three search warrants under the Criminal Code and three under the Controlled Drugs and Substances Act. These warrants authorized the search of a residence located at 102–3725 Dundas Street West in Toronto, as well as two vehicles: a 2019 Toyota Camry and a 2024 Volvo S60
- On April 20, 2025, at approximately 9:14 p.m., members of the Emergency Task Force executed the search warrant at the residence. Both accused, Maria D’Amico and Marcel Djetouand, were located inside the residence, arrested without incident, and informed of their rights to counsel. A search of Marcel Djetouand incidental to arrest revealed quantities of cocaine and crack cocaine, three firearm magazines loaded with ammunition, and Canadian currency.
- A further search of the residence resulted in the discovery of a loaded Smith & Wesson SD9 VE 9mm handgun concealed beneath a sofa in the living room. In a satchel located in a bedroom, officers located a significant quantity of controlled substances, including 197.19 grams of cocaine, along with smaller amounts of Percocet, fentanyl, and MDMA. Officers also seized drug trafficking paraphernalia, including scales and baggies, as well as additional Canadian currency. In total, 46 rounds of 9mm ammunition and \$965.00 in cash were seized during the investigation
- Both accused were transported to 14 Division, where they were held for a show cause (bail) hearing. The quantity and variety of controlled substances, combined with the presence of packaging materials and scales, are consistent with possession for the purpose of trafficking. The discovery of a loaded firearm and accessible ammunition within the residence further elevates the seriousness of the alleged offences.
- Marcel Djetouand faces multiple individual charges, including possession for the purpose of trafficking, unauthorized possession of a firearm, careless handling of ammunition, possession of proceeds of crime, and possession of a firearm while prohibited, along with charges relating to failing to comply with release conditions and operating a vehicle while prohibited. Both accused jointly face numerous

firearms-related offences, including unauthorized possession of a loaded restricted firearm, careless storage, and possession without a licence, as well as multiple counts of possession of Schedule I substances for the purpose of trafficking and possession of proceeds of crime under \$5,000.

The Landlord's Evidence

4. The Landlord's first witness was Toronto Police Detective Dion Monahar. He testified that police executed a search warrant at the rental unit following an investigation focused primarily upon Marcel Djetouand.
5. The witness testified that criminal code and Controlled Drugs and Substances Act search warrants were obtained for the rental unit located at 3725 Dundas Street West, Unit 102, and for a vehicle associated with the investigation.
6. Detective Monahar testified that the search warrants were executed on April 20, 2025, by the Emergency Task Force due to Officer concerns arising from the firearm investigation. He confirmed that when officers entered the rental unit, Marcel Djetouand and the Tenant, were both located inside the rental unit and placed under arrest.
7. Detective Monahar testified that officers located a loaded prohibited firearm concealed underneath reclining furniture within the rental unit. He testified that the firearm was unlicensed and neither the Tenant nor Marcel Djetouand possessed a licence (PAL) or registration for the firearm.
8. Additionally, Mr. Monahar testified that Officers seized the following:
 - approximately 197 grams of cocaine.
 - crack cocaine.
 - fentanyl.
 - MDMA.
 - percocet/hydromorphone.
 - digital scales.
 - packaging materials.
 - Canadian currency; and
 - ammunition and firearm magazines.
9. He testified that the substances were submitted for laboratory testing and tested positive for controlled substances. Further he testified that ammunition, magazines, and a spent casing were located within the rental unit.
10. Detective Monahar testified that criminal charges were laid against the Tenant including:
 - careless storage/use of a firearm.
 - possession of a prohibited or restricted firearm.
 - possession of a loaded prohibited or restricted firearm.
 - multiple counts of possession for the purpose of trafficking; and

- possession of proceeds of crime.
11. Mr. Monahar testified that the Tenant was released on bail subject to conditions including initially remaining away from the rental unit and non-communication conditions with Marcel Djectouand. A subsequent bail variation permitted the Tenant to return to reside at the rental unit.
 12. Ms. Keogh cross examined Detective Monahar on the evidence he presented.
 13. During cross-examination, Detective Monahar acknowledged:
 - the investigation initially targeted Marcel Djectouand.
 - the search warrants specifically named Marcel Djectouand.
 - the Tenant was not originally identified as the principal investigative target; and
 - he was not the officer in charge of the investigation.
 14. I found that Detective Monahar maintained that the Tenant was present within the rental unit at the time the firearm, drugs, trafficking paraphernalia, and ammunition were located.
 15. The Landlord's next witness was Britany Lithgow.
 16. She testified that that her responsibilities including reviewing incident reports, addressing safety risks, and attending properties within her assigned portfolio, including 3725 Dundas Street West.
 17. Ms. Lithgow testified that Toronto Police notified Toronto Community Housing following execution of the search warrant on April 20, 2025.
 18. She stated that firearm related offences create significant safety concerns within the residential communities and increase risks to tenants, staff, and visitors. Because of this the rental unit was flagged internally high risk following the firearm and drug seizure.
 19. Ms. Keogh cross examined Britany Lithgow on the evidence she presented.
 20. During cross-examination, Ms. Lithgow acknowledged that there had been no further incidents involving the Tenant since April 20, 2025, and that she had no reports indicating unusual traffic to and from the unit consistent with on-going trafficking activity.

Tenant's Evidence

21. The Tenant testified she suffers from generalized anxiety disorder, PTSD, depression, asthma, and sleep apnea requiring CPAP treatment. She filed medical documentation from her family physician describing significant psychiatric vulnerability and the potential destabilizing impact of eviction.

22. The Tenant testified she obtained the rental unit through a special priority housing process following intimate partner violence perpetrated by a former partner. She had previously resided in shelters and temporary accommodations before obtaining the unit in 2022.
23. Ms. D'Amico testified she resides in the unit with her two children, aged 13 and 8, who primarily consider the unit their home. She stated that testified that Marcel Djectouand initially entered her life as a friend and later became her romantic partner.
24. The Tenant Maria D'Amico acknowledged that Marcel Djectouand stayed at the unit approximately four to five nights per week before April 20, 2025, and that he had regular access to the apartment through the building intercom system. The Tenant admitted that she frequently left the unit door unlocked because she regularly walked three dogs and found locking and unlocking the door inconvenient. The Tenant further testified that Marcel did not possess a key or key fob to the building or unit.
25. The Tenant denied any knowledge of drug trafficking, firearms, or illegal activity occurring within the apartment. She testified that Marcel Djectouand was her romantic partner and that she trusted him. She stated that she believed he was assisting her with daily tasks, including helping with the dogs, assisting with errands, and occasionally helping with childcare. She testified that she never observed narcotics trafficking, firearms, suspicious visitors, or illegal activity in the unit. She further testified that she regularly cleaned the apartment, including underneath the couches where dog toys accumulated, and that she never observed a firearm in the unit.
26. The Tenant described feeling shocked and betrayed after learning of the allegations against Marcel Djectouand. She testified that she now believes he had been leading "a double life" and that she feels endangered by his conduct. She further testified that the relationship has permanently ended and that she would immediately contact police if he attempted to return to the residential complex.
27. The Landlord's Legal Representative Ms. Rostant cross-examined the Tenant on the evidence she presented.
28. Ms. Rostant began with the presence and access of Marcel Djectouand to the rental unit. The Tenant testified that prior to April 20, 2025, Marcel stayed at the rental unit approximately four to five nights per week, although there were periods when he stayed elsewhere or travelled out of town. The Tenant acknowledged that Marcel did not possess a key or key fob for the unit but testified that she frequently permitted him entry through the building intercom system and often left the apartment door unlocked because she regularly walked three dogs and found it easier not to repeatedly lock and unlock the unit door.
29. The Tenant acknowledged that Marcel therefore had regular access to the rental unit. The Tenant also testified that Marcel occasionally assisted with childcare and had picked up her children from school on a limited number of occasions when she was unable to do so herself.
30. The Tenant was questioned regarding her children's living arrangements. The Tenant testified that the children primarily slept at her mother's residence during school weeks

because their school was located in that area and because the arrangement assisted with transportation and childcare while the Tenant worked. However, the Tenant maintained that the children spent weekends, holidays, school breaks, and other significant periods of time at the rental unit and considered the unit to be their home.

31. The Tenant further testified that she cleaned the apartment daily because of the presence of three dogs and stated that her children occasionally assisted with cleaning. The Tenant acknowledged that Marcel also assisted with cleaning prior to the end of the relationship.
32. Ms. Rostant questioned the Tenant regarding the firearm recovered by police from the rental unit. The Tenant testified that she had never seen the firearm and denied any knowledge of its presence. The Tenant stated that she regularly cleaned beneath the couches because dog toys often accumulated there and maintained that she did not know how long the firearm may have been in the unit. The Tenant similarly denied knowledge of the narcotics and drug-related items recovered during the execution of the search warrant.
33. The Tenant also testified regarding her rent-geared-to-income tenancy and explained that her monthly rent fluctuated depending on her income. She stated that she had previously been employed in HVAC sales and accounting but had been unable to continue working following the events of April 20, 2025, due to worsening anxiety, panic attacks, and mental health concerns.
34. I found that throughout cross-examination, the Tenant consistently denied knowledge of any drug trafficking or firearm-related activity occurring within the rental unit and maintained that Marcel Djectouand had deceived her and breached her trust.

Analysis

35. I accept that illegal items were present within the unit, the Board is not satisfied on a balance of probabilities that the Tenant knowingly permitted drug trafficking or firearm-related offences within the meaning of section 61 of the RTA.
36. Section 61 requires proof not only that illegal acts occurred, but also that the Tenant either committed the illegal acts herself or knowingly permitted another person to do so. The Board accepts the Tenant's submission, supported by the decision in *Musse v. 6965083 Canada Inc.*, 2021 ONSC 1085 (CanLII), <https://canlii.ca/t/jd585> that "permission" requires knowledge and voluntary agreement.

Paragraph 26 states: [26] Permission, like consent, involves a state of mind. It is the voluntary agreement that something occur. It involves knowledge of what is going to happen and a voluntary agreement that it be done. A finding of permission did not inexorably flow from the mere fact of the appellant's presence at the altercation. A finding of permission required at least some evidence upon which it could have been inferred that the appellant knew someone else was going to spit on the superintendent and that she voluntarily agreed that it be done. That evidence is absent in this record.

37. The evidence before the Board does not establish that the Tenant possessed the requisite knowledge necessary to support termination under section 61. There was no evidence that the Tenant handled narcotics, participated in trafficking activity, interacted with buyers,

exercised control over the firearm, or otherwise participated in criminal conduct. The police investigation itself was directed primarily toward Marcel Djectouand, not the Tenant. Although the Tenant was charged criminally, the criminal proceedings remain unresolved, and no findings of guilt have been entered.

38. The Board distinguishes this matter from the authorities relied upon by the Landlord, including *Joseph v. Toronto Housing* and *Metropolitan Toronto Housing Authority v. Owsu*, where the evidence established direct involvement, admitted knowledge, or wilful blindness on the part of the tenant. In the present case, the Board is unable to conclude that the Tenant knowingly permitted the illegal activity. Accordingly, the Board dismisses the N6 application.
39. However, I reach a different conclusion regarding the N7 Notice of Termination alleging serious impairment of safety.
40. The presence of cocaine, trafficking paraphernalia, ammunition, and a firearm in a residential apartment building created an objectively serious risk to the safety and security of other tenants and residents within the complex. Even if the Tenant lacked direct knowledge of Marcel Djectouand's activities, she nevertheless permitted him repeated access to the residential complex and allowed him to stay in the unit regularly over an extended period of time. Section 66 of the RTA does not require direct participation or moral blameworthiness. The Board therefore finds that the Landlord has established grounds under section 66 for serious impairment of safety.
41. I then need to consider whether eviction should be refused or delayed pursuant to section 83 of the 'Act'.
42. The Tenant presented compelling evidence regarding her personal circumstances and vulnerability. The evidence established that the Tenant is a survivor of intimate partner violence and received the rental unit through a priority transfer process connected to domestic violence concerns. The Tenant testified that she views the unit as a place of safety, stability, recovery, and rehabilitation.
43. The medical documentation filed by the Tenant confirms diagnoses including generalized anxiety disorder, post-traumatic stress disorder, major depressive disorder, alcohol use disorder in remission since 2021, asthma, and obstructive sleep apnea. The medical evidence further states that eviction would likely destabilize the Tenant's recovery, increase the risk of relapse, worsen her mental health conditions, and impair her physical health. The evidence also established that the Tenant currently receives counselling, attends Alcoholics Anonymous meetings, and participates in ongoing therapeutic treatment.
44. The Tenant testified that eviction would likely result in homelessness, shelter use, or living in her vehicle. She testified that she currently survives on disability income and relies heavily on local food banks and nearby support services. The Tenant also testified that she would be unable to reside with her mother due to overcrowding and existing family circumstances.
45. I will also consider the impact on the Tenant's children. The evidence established that the children spend significant time at the unit, including weekends, holidays, school breaks,

and overnight visits. The Board accepts the Tenant's evidence that eviction would have a severe emotional and psychological impact on both her and her children.

46. Importantly, the Board notes that there has been no further incident since April 20, 2025. There was no evidence of continued criminal activity, suspicious traffic, further police attendance, breaches of bail conditions, or ongoing safety concerns at the residential complex. The Board accepts the Tenant's evidence that the relationship with Marcel Djectouand has permanently ended and that she would fully comply with any condition prohibiting his attendance at the property.
47. The Board has also considered the Landlord's submission that conditional orders may be difficult to enforce. However, I am satisfied that the conditions imposed in this Order are sufficiently clear, practical, and enforceable through the remedies available under section 78 of the 'Act'.
48. Although the conduct giving rise to the application was extremely serious, the Board is satisfied that the ongoing risk to the residential community can be adequately addressed through a strict conditional order. The Board further finds that termination of tenancy is a remedy of last resort and that the remedial purpose of the 'Act' favours preserving the tenancy where adequate safeguards can reasonably protect the community.
49. Accordingly, the Board orders that the tenancy shall continue on the strict conditions that Marcel Djectouand shall not enter or remain anywhere within the residential complex for the duration of the tenancy; that the Tenant shall not permit illegal drugs, unlicensed firearms, ammunition possessed unlawfully, or trafficking-related property within the unit or residential complex; that the Tenant shall not engage in or permit illegal activity within the residential complex; and that the Tenant shall not engage in or permit conduct that seriously impairs the safety of any person in the residential complex for the duration of the tenancy. Any breach of these conditions the Landlord may apply under section 78 of the 'Act' and start the eviction process.
50. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
51. For all the reasons above, the N6 application is dismissed. The Landlord's N7 application is granted with a conditional order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - For the duration of the tenancy, the Tenant must comply with the following conditions:
 - a) The Tenant shall not permit Marcel Djectouand, also referred to in the evidence as "Marcel," to enter or remain anywhere within the residential complex, including the rental unit, common areas, parking areas, hallways, or surrounding property.

- b) The Tenant shall not engage in, permit, facilitate, or allow any illegal activity to occur within the rental unit or residential complex.
 - c) The Tenant shall not permit any illegal drugs, controlled substances possessed unlawfully, prohibited weapons, unlicensed firearms, unlawfully possessed ammunition, or property associated with trafficking activity to be brought into or stored within the rental unit or residential complex.
 - d) The Tenant shall not engage in conduct, nor permit any occupant or guest to engage in conduct, that seriously impairs the safety of any person within the residential complex.
 - e) The Tenant shall ensure that all guests permitted into the residential complex comply with the conditions of this Order.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 26, 2026, at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Anthony Bruno
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.