



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002570-26

In the matter of: 1204, 285 SHUTER ST
TORONTO ON M5A 1W5

Between: Toronto Community Housing Corporation Landlord

and

Jessica Thomas aka Izaiah Thomas Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Thomas aka Izaiah Thomas (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 April 8, 2026.

Only the Landlord's representative, Travis King, attended the hearing.

As of 11:25 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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 in the application. Therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Notice of Termination

3. On January 2, 2026, the Landlord gave the Tenant an N6 and an N7 notice, with a termination date of February 5, 2026. The notices rely on two incidents involving the Tenant that occurred at the residential complex on September 12, 2025 and September 29, 2025. The Schedule "A" attached to the notices allege that the Tenant threatened and assaulted another resident, assaulted police officers, engaged in acts of mischief involving broken glass, and failed to comply with release conditions.
4. Toronto Police Service Officer Corey Silverman testified that on September 12, 2025, he responded to a call for service at the residential complex involving Unit 1211. Upon arrival, he was directed outside the building where he observed the Tenant engaged in a heated confrontation. He observed the Tenant swat another individual with a cell phone. Officer Silverman further testified that the Tenant was arrested for assault. During the arrest, the Tenant spat on him and another police officer. He testified that additional criminal charges were laid. Officer Silverman described the conduct as serious because of its violent nature and its impact on community safety.
5. Special Constable Louis Nguyen (TCHC), testified regarding the September 29, 2025 incident. He attended the twelfth floor and observed shattered glass in the elevator lobby area and outside the Tenant's unit. CCTV footage was reviewed and the investigation led Police to identify the Tenant as the individual responsible for shattering glass shards. The Tenant was arrested upon returning to the building.
6. Detective Constable Katelyn Gerrits of Toronto Police Service testified that on September 29, 2025, the Tenant was investigated and charged in connection with the incident involving broken glass being shattered outside the complainant's unit and throughout portions of the residential complex. Officer Gerrits further testified that the Tenant was subject to release conditions involving the complainant and that the Tenant's conduct created safety concerns for the complainant, other residents, and members of the public.
7. Kelly Fleming, the Landlord's management supervisor, testified that the residential complex contains approximately 301 units, including seniors and families. She expressed concern that the Tenant's conduct poses a risk to the safety of other residents and undermines the landlord's obligation under the Act. Ms. Fleming further testified regarding the Tenant's prior history of noise complaints, threats towards other residents, a fire related incident, and interactions with police. She stated that although the Landlord attempted to stabilize the tenancy the Tenant's behaviour has escalated over time.

Analysis and Findings*N6 Notice - Termination for cause, Illegal Act*

8. The term "illegal act" is not defined in the Act but caselaw and LTB Interpretation Guideline 9 suggest that it includes a serious violation of a federal, provincial or municipal law that has the potential to affect the character of the premise or disturb the reasonable enjoyment of the landlord or other tenants: *Samuel Property Management Ltd. v. Nicholson*, 2002 CanLII 45065 (ON CA) at para 28.

9. The Landlord bears the burden of proving on a balance of probabilities that in accordance with subsection 61(1) of the *Residential Tenancies Act*, 2006 (the 'Act') that "...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."
10. In this case, I accept the Landlord's uncontested evidence provided directly by the police officers involved in the investigation that on September 12, 2025 and September 29, 2025 the Tenant assaulted another individual, spat on police officers during an arrest, threatened others, and shattered glass shards throughout common areas of the residential complex. These incidents all occurred at the residential complex. Therefore, I am satisfied that Tenant committed an illegal acts within the meaning of s. 61(1) of the Act.

N7 Notice - Termination for cause, Act Impairs Safety

11. Subsection 66(1) of the Act states "a landlord may give a tenant notice of termination of the tenancy if, (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and (b) the act or omission occurs in the residential complex."
12. The evidence demonstrates that the Tenant engaged in aggressive and violent conduct directed towards another residence, police officers, and individuals attending at the property. The September 12, 2025 incident involved threats, and assault. The September 29, 2025 incident involved shattered glass in areas accessible to residents and visitors, creating an obvious risk of physical injury.
13. I accept the evidence of the police officers that the Tenant's conduct created safety concerns for both the complainant and other residents of the building. Ms. Fleming also testified that the Tenant's behaviour created concerns for the safety of other residents. I accept this evidence and find that threatening another resident, assaulting individuals, spitting on police officers, and distributing broken glass throughout the common areas of the residential building creates a serious and foreseeable risk of harm to others.
14. Therefore, I am satisfied that the Tenant has seriously impaired the safety of any person and that the act or omission occurred in the residential complex within the meaning of s. 66(1) of the Act.

Relief from Eviction

15. 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)(a) of the Act.
16. The Landlord's representative sought an order to terminate the tenancy and for an expedited eviction. The Landlord was not aware of any reason to delay or deny eviction. As the Tenant did not attend, no other circumstances were presented to me.

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 June 22, 2026.
2. If the unit is not vacated on June 22, 2026, then starting June 23, 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 June 23, 2026. The Sherrif is requested to expedite the enforcement of this order.
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 June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Adeela Alvez
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 October 23, 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.