



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001052-26

In the matter of: 1009, 110 MORNELLE CRT
SCARBOROUGH ON M1E4R1

Between: Toronto Community Housing Corporation Landlord

And

Allan Brachman Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Allan Brachman (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 1, 2026.

Only the Landlord's Legal Representative, Navya Menon, and the Landlord's Witnesses, Gurbinder Singh and Jason Boag attended the hearing.

As of 11:04 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 and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 Notice of Termination – Illegal Act

3. On December 18, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served on December 23, 2025. The notice of termination alleges that on September 22, 2025, the Tenant committed the illegal acts of uttering threats, assault, and assault with a weapon.
4. The Landlord's Witness, Jason Boag ('JB') is a police officer with Toronto Police Services. JB testified that on September 22, 2025, at approximately 5:00 p.m., he attended the residential complex in response to an emergency call. JB testified that he spoke with the victim who explained that the Tenant had assaulted her inside her rental unit.
5. JB testified that the victim had indicated she had invited the Tenant into her rental unit as she would cook for him on Mondays. JB testified that the victim was preparing food when the Tenant, without provocation, told the victim "I am going to kill you, you fucking bitch." The Tenant then grabbed the victim by the neck and began choking her. The Tenant then released his chokehold on the victim and took a pot of water from the stove and dumped the contents onto the victim and began throwing items at her including a shoe. The Tenant then left the rental unit and the victim called the police.
6. JB testified that the victim sustained minor injuries as a result of the Tenant's assault and was visibly shaken.
7. JB testified that the Tenant was charged with uttering threats, assault and two counts of assault with a weapon.
8. Section 61(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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.

9. Subsections 264.1(1)(a), 267(a) and 267(c) of the *Criminal Code* RSC 1985 c C-46 state:

264.1 (1) Every one commits an offence who, in any manner, knowingly utters, conveys or causes any person to receive a threat

(a) to cause death or bodily harm to any person;

267 Every person is guilty of an indictable offence and liable to imprisonment for a term of not more than 10 years or is guilty of an offence punishable on summary conviction who, in committing an assault,

(a) carries, uses or threatens to use a weapon or an imitation thereof...

...

(c) chokes, suffocates or strangles the complainant

10. Based on the uncontested evidence before me, I am satisfied that the Tenant has committed an illegal act in the residential complex by uttering threats, assaulting another tenant and assaulting another tenant with a weapon.

N7 Notice of Termination – Serious Impairment of Safety

11. On December 18, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on December 23, 2025. The notice of termination is regarding the same conduct alleged in the N6 notice of termination above.

12. Section 66(1) of the Act states:

66 (1) 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.

13. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens, or has threatened, the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others.

14. Based on the uncontested evidence before the Board, I am satisfied on a balance of probabilities, that the Tenant has seriously impaired the safety of another tenant in the residential complex by uttering threats and assaulting the other tenant. This conduct occurred in the residential complex.

15. The Tenant was required to pay the Landlord \$842.12 in daily compensation for use and occupation of the rental unit for the period from January 18, 2026 to April 1, 2026.

16. Based on the monthly rent, the daily compensation is \$11.38. This amount is calculated as follows: \$346.00 x 12, divided by 365 days.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

18. There is no last month's rent deposit.

19. 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. As a result, an order shall issue terminating the tenancy. pursuant to section 84 of the Act, the eviction shall be expedited.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 3, 2026. The Tenant must move out of the rental unit on or before July 3, 2026.

2. The Tenant shall pay to the Landlord \$842.12, which represents compensation for the use of the unit from January 18, 2026 to April 1, 2026.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$1,028.12.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is no vacated on or before July 3, 2026, then starting July 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that eviction may be enforced.
7. 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 4, 2026. The Sheriff is requested to expedite the enforcement of this order.

June 22, 2026
Date Issued

Christopher Lin
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 4, 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.\