



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001038-26

In the matter of: 1114, 90 MORNELLE CRT
SCARBOROUGH ON M1E4P9

Between: Toronto Community Housing Corporation Landlord

And

Sledge St. Louis Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sledge St. Louis (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, Sean Brosnan and Angela Rodgers 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 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 2, 2025, at approximately 9:16 a.m., the victim, who is a minor and a resident of the residential complex ('victim') was waiting for the 11th floor elevator when the Tenant dropped glass on the floor of the common hallways of the residential complex and began using profanity. The Tenant then approached the victim, pushed them and then began punching them several times on the arm. The victim blocked himself and ran back to his apartment where the victim's mother captured a picture of the Tenant. The Tenant was subsequently arrested and charged with assault.
4. A copy of the Prosecution Summary and Occurrence Report from Toronto Police Services was entered as evidence by the Landlord.
5. The Landlord's Witness, Angela Rodgers ('AR') is a detective constable with Toronto Police Services. AR testified that the Tenant was charged with assault and breach of probation.
6. Section 265(1) of the *Criminal Code* RSC 1985 c C-46 states:

265 (1) A person commits an assault when

(a) without the consent of another person, he applies force intentionally to that other person, directly or indirectly;

7. I am satisfied based on the uncontested evidence before me that the Tenant has committed the illegal act of assault within the residential complex.

N7 Notice of Termination – Serious Impairment of Safety

8. On December 18, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on December 23, 2025. The notice of termination contains the same allegations as the N6 notice of termination as described above.
9. Based on the uncontested evidence of the Landlord as explained above, I find that the Tenant has seriously impaired the safety of another resident of the residential complex by assaulting a minor in the common hallway of the 11th floor of the residential complex.
10. The Tenant was required to pay the Landlord \$279.72 in daily compensation for use and occupation of the rental unit for the period from January 18, 2026 to April 1, 2026.
11. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Section 83 – Relief from Eviction

14. 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.
15. The Landlord seeks termination of the tenancy on an expedited basis due to the ongoing safety concerns as a result of the Tenant's conduct at the residential complex. The Landlord submits that this is not a case where conditional relief from eviction is appropriate due to multiple instances of impaired safety at the residential complex caused by the Tenant's behaviour.
16. The Landlord's Witness, Sean Brosnan ('SB') who is a Community Safety Advisor employed by the Landlord, testified that the residential complex houses seniors and vulnerable members of the community. SB testified that the Tenant has caused other residents in the residential complex to fear for their safety. SB testified that the Tenant has previously impaired safety by throwing glass off their balcony.
17. SB testified that on August 16, 2025, the Tenant was observed yelling and screaming in the hallways, banging on another tenant's door and hitting the walls with pots. SB testified that police were called and the Tenant exited their unit carrying a machete.
18. SB testified that there have been several impairments of safety caused by the Tenant.
19. Based on the uncontested evidence before me, I find that it would be unfair to grant relief from eviction. Based on the erratic and unpredictable behaviour of the Tenant, I am satisfied that the Landlord has satisfied their burden to demonstrate the need for an expedited termination date.

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 23, 2026.
2. If the unit is not vacated on or before June 23, 2026, then starting June 24, 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 24, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$279.72, which represents compensation for the use of the unit from January 18, 2026 to April 1, 2026.
5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting April 2, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$465.72.

8. If the Tenant does not pay the Landlord the full amount owing on or before June 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 24, 2026 at 4.00% annually on the balance outstanding.

June 18, 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 December 24, 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.