



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Toronto Community Housing Corporation v Thurairajah, 2024 ONLTB 14677

Date: 2024-02-28

File Number: LTB-L-015446-23

In the matter of: 901, 4205 LAWRENCE AVE E
SCARBOROUGH ON M1E4S6

Between: Toronto Community Housing Corporation Landlord

And

Puthumailolan Thurairajah Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Puthumailolan Thurairajah (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, 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 January 16, 2024.

Only the Landlord's Representative Laura Macphee attended the hearing.

As of 1:43pm, 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 vacate the rental unit by March 4, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 notice

3. On January 31, 2023, the Landlord gave the Tenant an N6 notice of termination deemed served on February 5, 2023. The notice of termination alleges the Tenant stabbed another tenant in the hallway after dragging him out of the rental unit with 2 other individuals who participated in the attack and robbery on February 13, 2022 at 6:53pm.
4. At the hearing, the Landlord called Dominic Khan as a witness who has been a special constable for Toronto Community Housing Corporation for 9.5 years. Mr. Khan testified that on the date of the incident, Toronto police contacted their dispatch to have a special constable attend the rental unit to obtain video evidence. Mr. Khan testified that he did review and download the video evidence at the building and then submitted a report. His report states he met with a Toronto police officer on February 13, 2022, who informed him that the non-tenant victim was transported to the hospital for non-life threatening injuries. According to Mr. Khan's review of the video recording and his conversation with the police officer who attended that day, earlier in the day at 5:23 hours the victim was dragged out of rental unit 901 by 3 occupants including the Tenant who punched and stabbed him and took his wallets. 2 of the 3 suspects were identified to be tenants in the building, including the Tenant in this application. The 3rd suspect was an unknown male guest of the Tenant in rental unit 901.
5. The Landlord also called Angela Rodgers as a witness who is a police officer for Toronto Police Service. Ms. Rodgers testified that she is familiar with the report and has independent recollection of the date of the incident. She attended the scene and also case managed the accused being arrested and helped prepare the case. She also wrote a report of the date of the incident which describes her receiving a phone call from another detective in the major crime office who advised her of the stabbing and robbery and directed her to get video evidence of the incident so she attended the building. When she arrived, there was a significant amount of blood on the hallway floor and she engaged with the victim. Ms. Rodgers did not confirm whether the victim specifically identified the Tenant as the assailant, but she did confirm Mr. Khan's version of events that the victim was dragged out of rental unit 901 by the Tenant based on her review of the video evidence.
6. Ms. Rodgers further testified that at the time there was believed to be 3 offenders but at the preliminary hearing in court they concluded there were only 2 offenders including the Tenant. She identified the Tenant as being involved after reviewing the video evidence and seeing the Tenant dragging the victim out of the rental unit and then attacking and robbing

them. The Tenant was charged with assault, aggravated assault, and robbery with a weapon. Ms. Rodgers further described the injuries that the victim sustained.

7. The N6 notice was served pursuant to section 63 of the *Residential Tenancies Act, 2006* ("Act") which states:

61 (1) 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.

8. The Landlord's uncontested evidence establishes on a balance of probabilities that on February 13, 2022, the Tenant committed an illegal act in the residential complex, namely assault with a deadly weapon and robbery.
9. I refrain from making a finding on whether the Tenant permitted their guests or occupants to do the same, as the above finding is sufficient and there was no evidence at the hearing regarding the Tenant's relationship to the other individuals and how they permitted them to engage in this incident. While it may be a reasonable inference based on the other occupants exiting the Tenant's rental unit, there was no specific evidence on this issue.

N7 notice

10. On January 31, 2023, the Landlord gave the Tenant an N7 notice of termination deemed served on February 5, 2023. The notice of termination alleges serious impairment of safety to another person in the residential complex.
11. The N7 notice was served pursuant to section 66 of the *Residential Tenancies Act, 2006* ("Act") which 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.

12. Based on the incident described at paragraphs 3-6 by the Landlord's witnesses, the Tenant has seriously impaired the safety of a person in the residential complex, specifically the victim of the aggravated assault and robbery on February 13, 2022.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

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) of the Act. The serious nature of the incident that occurred precludes any relief from eviction in these circumstances as it would be unfair to the Landlord and other tenants in the residential complex.

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 March 4, 2024.
2. If the unit is not vacated on or before March 4, 2024, then starting March 5, 2024, 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 March 5, 2024.
4. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting January 17, 2024 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 4, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 5, 2024 at 7.00% annually on the balance outstanding.

February 28, 2024 _____ **Date Issued**

Elan Shemtov
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 September 5, 2024 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.