



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

**Citation:** Skyline Real Estate Holdings Inc. C/O Skyline Living v Atkinson, 2026 ONLTB 3157

**Date:** 2026-01-23

**File Number:** LTB-L-084229-25

**In the matter of:** 607, 6 WILLOW RD  
GUELPH ON N1H7B5

**Between:** Skyline Real Estate Holdings Inc. C/O Skyline Living Landlord

**And**

Sherri Atkinson Tenants  
Cory Grimes

Skyline Real Estate Holdings Inc. C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Sherri Atkinson and Cory Grimes (the 'Tenants') because:

- the Tenants or another occupant of the rental unit have committed an illegal act or have 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 Tenants or another occupant of the rental unit have committed an illegal act or have carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on November 24, 2025.

The Landlord's legal representative Shannon Kiekens, the Tenants, and Tenant support Ryan Laser (Guelph Community Health Centre) attended the hearing. The Tenants spoke with Tenant Duty Counsel prior to the hearing.

**Determinations:**

Preliminary Issue:

*Request to amend*

1. On October 6, 2025, the Landlord submitted a request to amend the application to include a claim for damage in the amount of \$1,425.65 to replace the door of the rental unit which was damaged by police.
2. Based on the evidence that the police broke down the door conducting a “no-knock” warrant with no notice to the Tenants, I denied the request to amend the application after raising the issue that the Tenants did not “cause” or “permit” the damage as required by section 89 of the *Residential Tenancies Act, 2006* (the “Act”).
3. In *TEL-10422-20 (Re)*, 2020 CanLII 61110 (ON LTB), the Member found that the Tenant was not liable for the damage to the door caused by police:

A tenant can be found to have caused damage to a door that the police broke down if there is a sufficient causal connection between their wilful or negligent actions and the damage, as was found in Board order CEL-68156-17-RV.

In CEL-68156-17-RV, the police attended at the rental unit to execute a search warrant and demanded that the tenant open the door. The tenant refused so the police broke the door down. The tenant’s actions led to the damaged door. It was wilful or negligent conduct to not open the door. The damage would not have occurred if the tenant opened the door.

In this case, however, the police decided not to knock on the door or otherwise ask or demand to be let in; they broke open the door with no warning. There was nothing KG could have done in that moment to prevent the police from damaging the door. In selling drugs to an undercover officer, KG set off a chain of events that ultimately led to the door being broken down. However, that action cannot be found to be negligent conduct that caused the damage (because the Tenant could not have reasonably foreseen that selling drugs to an undercover officer would cause damage to the door) and so it is not sufficient to meet the requirements of s.89 of the Act.

4. In this case, the police did not knock, the Tenants had no warning that the door would be broken down, and there would be no award to the Landlord for the damage had I permitted the Landlord to amend the application.

L2 application:

5. As explained below, the Landlord has proven on a balance of probabilities some of the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated effective January 28, 2026.

6. The Tenants were in possession of the rental unit on the date the application was filed.
7. The rental unit is a six-storey building with 70 units serving a diverse population.

N6 Notice of Termination

*Illegal Drugs*

8. On October 2, 2025, the Landlord gave the Tenants an N6 notice of termination. The notice of termination contains the following allegations: on September 18, 2025, police executed a search warrant at the rental unit. Illegal drugs and weapons were seized from the rental unit and the Tenants were arrested and charged with possession of fentanyl for the purposes of trafficking and possession of weapons while prohibited. Two guests were also arrested and charged with possession for the purposes of trafficking.
9. Subsection 61(1) of the Act states that 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. This is a non-voidable notice [emphasis added].
10. The Landlord submitted that they became aware that the police had attended the rental unit and the Tenants were arrested when the property superintendent was advised by police of the door damage. The Landlord submitted an internal incident report form, a police media report, and the results of a Freedom of Information request to Guelph Police into evidence.
11. The Tenants do not dispute that they were arrested and charged on September 18, 2025 after police executed a “no-knock” warrant at the rental unit. They were released on bail and the criminal charges are pending.
12. As of the date of the hearing, they had not received disclosure for the criminal charges and at the beginning of their testimony, they requested an adjournment because they believe that the disclosure will show that they did not possess fentanyl for the purpose of trafficking. The hearing proceeded after I explained that the standard of proof is different in criminal proceedings and that criminal charges are not required for a finding of illegal act pursuant to section 75 of the Act:

The Board may issue an order terminating a tenancy and evicting a tenant in an application under section 69 based on a notice of termination under section 61 whether or not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation. [emphasis added]

13. The Tenants candidly admitted that they are fentanyl addicts but stated that they do not sell drugs. They testified that one gram of the 7.04 grams of fentanyl seized was theirs for their own use. They testified that they began methadone treatment one week prior to the hearing.
14. The Tenants further testified that they met one of the co-accused (Caleb) a year ago at their prior apartment. They allowed him to stay for the weekend, thought that he had a full-

time job, and didn't know that he sold drugs. They also permitted Caleb's friend KP to enter the apartment but were unaware that he had drugs with him.

15. The Tenants did not deny that they used drugs and maintained that about one gram of the drugs seized was for their personal use, not for sale.
16. The Landlord did not adduce proof of the quantity of drugs required to rise above the standard of simple possession of drugs to the threshold of trafficking, or that all of the drugs seized belonged to the Tenants.
17. Based on the evidence before me, I cannot find on a balance of probabilities that it is more likely than not that the Tenants have committed an illegal act, trade, business or occupation involving the possession of an illegal drug for the purposes of trafficking in the rental unit.
18. The Tenants testified that they did not know that Caleb or his friend were in possession of drugs in the rental unit or that they sold drugs. Their testimony seemed genuine, and I have no reason to doubt it. The Landlord did not present any evidence to establish that the Tenants permitted, or even knew, that Caleb or the other guest possessed or sold drugs.
19. The Landlord has not proven that the Tenants permitted someone else to commit an illegal act, trade, business or occupation involving the possession of an illegal drug for the purposes of trafficking in the rental unit.

#### Illegal Act

20. The Tenants admitted that they both are prohibited from possessing weapons but had throwing knives in the unit which were seized by police. They also were in possession of a crossbow that was seized. The Tenants have therefore committed an illegal act in the rental unit by possession of weapons while prohibited.
21. CG's testimony that they had "bigger knives in the kitchen that [the police] left" was disturbing, as it completely minimizes the seriousness of the offence. He testified that the crossbow was not operational because it was being re-strung, and because of that, seemed to imply that it was somehow not serious to be found in possession of it. The Tenants were prohibited from possessing weapons by a court order.
22. The Landlord's representative submitted that staff and residents are concerned that there may be ongoing problems and police will return and execute another warrant. The other residents on the sixth floor saw the door after it was broken in, and staff and residents read the media reports of what occurred. The Landlord further submitted that conduct of this kind leading to media reports could affect the community reputation of the residential complex.

#### Relief from eviction

23. 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.

24. The Tenants testified that they are fentanyl addicts and have begun treatment for their addictions, which is commendable. They also testified that lots of resources went into getting them the rental unit, and they do not want to let down the people who helped them.
25. I am sympathetic to their situation, and it appears that they are committed to recovery from their drug issues.
26. In *Metropolitan Toronto Housing Authority v. Pennant*, 1991 CanLII 8343 (ON SC) the Court emphasized that “a landlord has a particular responsibility to ensure that its housing units are safe and as free of crime as practicable. The safety of the public and the seriousness of the alleged illegal act are decisive factors.”
27. In *Joseph v. Toronto Community Housing Corporation*, 2013 ONSC 413 (CanLII), the Court upheld the Board’s order, stating:

In particular, the Board considered that the well-being of the community as a whole and the tenants in that community take precedence over the individual’s rights to ask for relief from forfeiture in the circumstances. The Board was entitled to so conclude (see *Metropolitan Housing Authority v. Owusu-Ansah*, [1995] O. J. No. 3864).

28. The Tenants possessed weapons in the rental unit while prohibited and CG minimized the seriousness of this in his testimony. The safety of the diverse population of residents in the seventy-unit residential complex and of the staff must take precedence over the Tenants’ interest in maintaining the tenancy.
29. I do not think that it would be appropriate to make a conditional order in this case. At a minimum, a conditional order would have to include a term that the Tenants, an occupant or a guest refrain from engaging in the conduct that forms the basis of the application – i.e. drug trafficking and possession of weapons while prohibited. However, based on the Landlord’s evidence, I agree with the Landlord’s submission that it would not be practical or possible for the Landlord to monitor the Tenants’ compliance with these conditions.
30. It would not be realistic to expect the Landlord to know if there were future occurrences of drug dealing involving the rental unit, particularly since they only became aware of the issue after police executed a “no-knock” search warrant and they received confirmation from a police Freedom of Information request.
31. In my opinion, a condition for the Tenants not to possess weapons in the rental unit while prohibited would be of no assistance. There is no evidence that the Tenants would abide by my order when they showed blatant disregard for a prohibition imposed by a criminal court judge.
32. The Tenants are economically vulnerable as they are financially supported through Ontario Disability Support Program and Ontario Works. I find, however, that this is insufficient reason to deny or delay an eviction under the circumstances.

Daily compensation, NSF charges, rent deposit

33. The Tenants were required to pay the Landlord \$1,410.42 in daily compensation for use and occupation of the rental unit for the period from November 3, 2025 to November 24, 2025, less any rent paid during this period.
34. Based on the monthly rent, the daily compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
35. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
36. The Landlord collected a rent deposit of \$1,950.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$34.19 is owing to the Tenants for the period from March 14, 2025 to November 24, 2025.
37. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated effective January 28, 2026.
2. The Tenants shall pay to the Landlord \$1,410.42, which represents compensation for the use of the unit from November 3, 2025 to November 24, 2025 (less any rent paid during this period).
3. The Tenants shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting November 25, 2025 until the date the Tenant moves out of the unit (less any rent paid during this period).
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$1,984.19 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$387.77.
7. However, the Landlord is authorized to deduct from amount owing to the Tenants \$64.11 per day for compensation for the use of the unit starting November 25, 2025 to the date the Tenants move out of the unit.
8. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before January 28, 2026, then starting January 29, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

10. 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 January 29, 2026.

**January 23, 2026**

**Date Issued**

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Margo den Haan

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 July 29, 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.