



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088111-25

In the matter of: 403, 45 CRESWELL DR
TRENTON ON K8V6A6

Between: Hastings Local Housing Corporation Landlord

And

Dan VanClief Tenant

Hastings Local Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Dan VanClief (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.

This application was heard by videoconference on January 28, 2026.

Only the Landlord's Agent Melissa Hancock, attended the hearing.

As of 9:30 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:

- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. **Therefore, the Tenant must move out of the rental unit on or before February 13, 2026.**
- The Tenant was in possession of the rental unit on the date the application was filed.
- On September 18, 2025, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations:
- On May 12, 2025, the OPP followed two individuals from the rental unit as seen on CCTV footage, and after a return traffic stop, the OPP arrested an individual for possession of a Schedule 1 substance for the purposes of trafficking, which included counts related to*

suspected fentanyl, suspected heroin, suspected cocaine, suspected hydromorphone and suspected hydrochloride pills. There were further counts of carrying a concealed weapon, possession of weapon for dangerous purposes, possession of a loaded prohibited firearm, careless use of a firearm, possession of a prohibited device of ammunition, unauthorized possession of a prohibited or restricted firearm, knowledge of unauthorized possession of a firearm, occupant of a vehicle knowing there was a prohibited or restricted weapon, and possession of proceeds of property obtained by crime over \$5000.00.

5. *The OPP thereafter secured the rental unit and executed a search warrant where further ammunition for the restricted firearm was discovered, as well as evidence that crack cocaine was being manufactured on the stove of the rental unit.*
6. *Moreover, the N6 alleged that that from June 2025 to August 2025, the property supervisor continued to receive multiple complaints that individuals where entering and exiting the rental complex and the rental unit of the Tenant at all hours of the day, and that the Quinte West OPP contacted the Landlord to discuss drug trafficking from the rental unit and that there was an investigation underway regarding two individuals who were believed to be trafficking drugs from the Tenants rental unit.*
7. *Finally, on August 29, 2025, the Quinte West OPP followed the male individual, identified as Douglas MacGregor, and arrested him a block away from the rental complex. The accused was charged with possession of a Schedule 1 substance for the purpose of trafficking, unauthorized possession o a weapon, possession of a firearm and ammunition contrary to a prohibition order, possession of proceeds of property obtained by crime and failing to comply with a probation order.*
8. *Another Search warrant was executed on the rental unit, and the OPP stated that it was evidence the rental unit had been used to traffic and use illegal narcotics.*
9. *Despite the second raid on this unit, the Landlord is still receiving complaints from other tenants that behaviour seems consistent with the use and sale of illegal narcotics is continuing from the rental unit.*
10. *The Landlord's L2 Application is made pursuant to the N6 notice of termination given under subsection 61(1) of the Residential Tenancies Act, 2006 (the "Act"). In this case, the Landlord selected the box on the N6, alleging that the Tenant or another occupant of the rental unit had committed an illegal act or had 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.*
11. *In order for the Landlord's application to be successful, the Landlord must establish that the Tenant or an occupant committed an illegal act involving the production of a drug or the trafficking or possession of a drug for the purpose of trafficking. If the Landlord cannot prove, on balance of probabilities, that the events in the notice relate to drug trafficking or production, I cannot issue an order evicting or remedies based upon an application made pursuant to that notice. Proof of the presence or use of drugs by the Tenants, other occupants, or guests, is not sufficient for the Landlord's application to succeed.*
12. *In this case, the Landlord did prove that the Tenant's guests and or occupants had committed an illegal act, trade, business or occupation involving the production of an illegal*

drug, trafficking in an illegal drug, or possession of an illegal drug for the purposes of trafficking in the rental unit and below are my reasons.

13. The N6 served on the Tenant describes a two event that on May 12, 2025 and August 29, 2025, and the resulting arrest of the Tenant's guests and or occupants by the Quinte West OPP and the resulting execution of the search warrants on the Tenant's rental unit, regarding possession of an illegal drug for the purposes of trafficking and the trafficking of illegal drugs at the property and in the area.
14. The Landlord's Agent Melissa Hancock submitted uncontested documentary and video evidence as well as oral testimony, regarding the same and testified to the fear of safety the other tenants of the seniors rental complex (88 units) lived with, several of which consistently complained but did not wish to testify out of fear of retribution, given the charges and arrests.
15. I now turn my attention to documentary evidence submitted by the Landlord, and the Landlord's uncontested testimony that on May 12, 2025 and August 29, 2025, the Quinte West OPP services attended the residential complex after the arrest of the Tenant's guest(s) and or occupant(s) on both occasions and advised the Landlord that the activities in the rental unit were consistent with the production of and trafficking of illegal drugs. The documentary evidence included the media releases of these events.
16. The illegal acts alleged in the N6 relate to drug production, trafficking, and possession of an illegal drug for the purposes of trafficking, and the proof provided by the Landlord that the Tenant's occupants and/or guests were in fact responsible for this and the CCTV video surveillance of the OPP executing the search warrants. The Landlord's Agent further submitted that the Tenant was subsequently arrested, on December 19, 2025, and the OPP attended the rental unit once again regarding the laid charges. I note this later incident involving the Tenant was not part of the N6 notice and not considered.
17. The Quinte West OPP attended the rental unit on two occasions after arresting the Tenant's occupants and or guests and the subsequent police media release regarding the charged laid is evidence related to drug crimes.
18. On a balance of probabilities, the Landlord has proven the requirements of subsection 61 of the Act, and the N6 notice of termination can sustain an eviction.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. There is no last month's rent deposit.

Relief from Eviction

21. 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, given the Tenant was not in attendance and no circumstances were presented to me on the Tenant's behalf.
22. I have considered all the uncontested evidence presented at the hearing and all of the uncontested oral testimony and although I may not have referred to each piece of

evidence or referenced all of the testimony, I have considered it when making my determinations.

23. This order contains all of the reasons within it and no further reasons will be issued.

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 February 13, 2026.
2. If the unit is not vacated on or before February 13, 2026, then starting February 14, 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 February 14, 2026
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 in paragraph 4 on or before February 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026, at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Panagiotis P. Roupas
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 August 13, 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.