



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v McDonald, 2026 ONLTB 9736

Date: 2026-02-04

File Number: LTB-L-083905-25

In the matter of: 1217, 140 ADANAC DR
SCARBOROUGH ON M1M2E8

Between: Toronto Community Housing Corporation Landlord

And

Jamie McDonald Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie McDonald (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 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; and
- 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 21, 2026. The Landlord's legal representative Lee-Anne Thibert attended the hearing.

As of 9:33 AM, 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:*Preliminary Issue:*

1. The Landlord and Tenant Board's ('LTB') records confirm the Notice of hearing was issued to the Landlord by email on October 22, 2025. There is no record that the LTB issued the Notice of Hearing to the Tenant.
2. At the hearing, the Landlord's legal representative, Lee-Anne Thibert stated that a copy of the Notice of Hearing and the supporting documentation the Landlord intends to rely on for the hearing were sent to the Tenant by regular mail on January 6, 2026.
3. Based on the uncontested testimony of the Landlord's legal representative, I accept the Notice of Hearing was issued to the Tenant and deemed served on January 11, 2026. There was no record of a request to adjourn the hearing.

L2 application

4. 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. The Tenant must move out of the rental unit on or before February 9, 2026. The Tenant must pay to the Landlord \$503.52 by February 9, 2026. This amount represents compensation in the amount of \$317.52 for the use of the unit from October 30, 2025 to January 21, 2026 plus \$186.00 for the application filing fee. The Tenant must also pay to the Landlord \$3.78 compensation per day starting January 22, 2026 until the date the Tenant moves out of the rental unit.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. N6 & N7 Notices of Termination

On October 1, 2025, the Landlord gave the Tenant an N6 notice of termination and an N7 notice of termination, both have termination dates of October 29, 2025. The N6 and N7 notices of termination contains the following allegations:

- On December 30, 2023, Toronto Police Services ("TPS"), applied for, and were granted a Controlled Drugs and Substances Act search warrant for the rental unit.
- At approximately 10:12PM, the same day, TPS attended the rental unit to execute the search warrant. Upon arrival, the Tenant opened the door and informed TPS that M.M. was also inside the rental unit. TPS advised the Tenant they would be entering the rental unit to execute the search warrant.
- A search of the rental unit on this date, lead TPS to locate the following inside the rental unit: green fentanyl, purple fentanyl, crystal methamphetamine, a pocketknife, a spring-loaded knife, digital scales, dime bags, debt list, and a replica M4 style assault rifle.
- Total amount of drugs seized from the rental unit during execution of the search warrant were: green fentanyl (30.34 grams), purple fentanyl (1.89 grams), crystal methamphetamine (15.99 grams).

- The Tenant, and M.M. were arrested and charged with the following:
 - i. Possession Schedule 1 Substance for the purpose of Trafficking x 3 counts - s.5(2) Controlled Drugs and Substances Act ('CDSA'); and
 - ii. Unlicensed Person Possession Prohibited/ Restricted Weapon x 2 counts – s.91(2) Criminal Code

7. Illegal Drugs

The Tenant has committed an illegal act. This occurred in the rental unit. On December 30, 2023, the Tenant and M.M. were arrested and charged with three counts of possession of schedule 1 substance for the purpose of trafficking, and two counts of an unlicensed person possession of prohibited/restricted weapon. Extreme quantities of three schedule 1 substances including green fentanyl, purple fentanyl, and crystal amphetamine were seized from the rental unit on December 30, 2023, along with two prohibited knives. The dangerous activity generally associated with drug trafficking negatively impacts the character and well-being of the other tenants, occupants, and guests at the residential complex.

8. Serious Impairment of Safety

The Tenant has seriously impaired the safety of other tenants, occupants, guests, and the Landlord's staff when the Tenant and M.M. were arrested and charged on December 30, 2023 with three counts of possession of schedule 1 substance (green fentanyl, purple fentanyl, and crystal methamphetamine) for the purpose of trafficking, and two counts of an unlicensed person possession of prohibited/restricted weapon (two prohibited knives). This conduct occurred in the residential complex. The dangerous activity associated with the trafficking of drugs is supported by increased foot traffic in and out of the rental unit, random acts of violence, and overdoses. All of these things seriously impair the safety and wellbeing of residents, guests, and the Landlord's staff at the residential complex.

9. The Landlord's witness, Police Constable Constantine Papa Constantinou ('PC Papa Constantinou') testified. He referenced a General Occurrence Summary Report dated December 23, 2023 (the 'report') which was produced for the hearing. PC Papa Constantinou testified that near the end of 2023, members of 43 Division Major Crimes Unit were conducting an investigation. It was believed there were drugs being trafficked out of the rental unit and a CDSA search warrant was obtained.
10. PC Papa Constantinou states on December 30, 2023 at 10:12 pm, members of 43 Division Major Crimes Unit knocked on the door of the rental unit and the Tenant answered the door. The Tenant was advised that the officers would be executing a search warrant. Another male, M.M. was also inside the rental unit at the time. PC Papa Constantinou states that the Tenant is the leaseholder and that he resides at the rental unit.
11. PC Papa Constantinou referenced the report which notes the following was seized from the rental unit during the execution of the search warrant on December 30, 2023:

- 1.8 grams of purple fentanyl;
 - 30.34 grams of green fentanyl;
 - 15.99 grams of crystal methamphetamine; and
 - two prohibited knives
12. PC Papa Constantinou states and the report notes that officers also found inside the rental unit; digital scales, dime bags, and a debt list which PC Papa Constantinou states are all items associated with drug trafficking. The report also notes that a replica M4 style assault rifle was also found inside the rental unit.
13. PC Papa Constantinou states and the report corroborates that charges were laid against the Tenant and the other individual M.M. PC Papa Constantinou states that the charges laid include possession of schedule 1 substance for the purpose of trafficking x 3 counts, and unlicensed person possession of prohibited/restricted weapon x 2 counts. PC Papa Constantinou further states the charges are serious and the charges for trafficking relate to the quantity of drugs which were seized at the rental unit and that this amount far exceeds an amount for personal use. PC Papa Constantinou states that fentanyl utilized in that quantity is equivalent to 7,000 lethal does for a non-fentanyl user. He further states that there is dangerous activity associated with drug trafficking, including overdoses, and increased foot traffic in and out of the rental unit.
14. The Landlord relies on an Ontario Court of Justice decision *Metropolitan Toronto Housing Authority v. Owusu-Ansah*, [1995] O.J. No. 3864 in which Justice Greer notes at para 35, that the well-being of the community as a whole and the tenants in that community take precedence over the individual's right to ask for forfeiture under circumstances involving drug trafficking.
15. The Landlord relies on the Divisional Court decision *Swansea v. Co-operative Inc. v. Balcerzak*, [1988] O.J. No. 84 in which the court notes that if a tenant commits an illegal act and the offence has the potential to affect the character of the premises, this would give rise to a landlord exercising the right to evict.
16. The Landlord also relies on *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 which notes at para 17 that serious impairment to safety includes both an actual impairment and a real risk of impairment.
17. The Landlord' position is the charges which were laid against the Tenant support an illegal act occurred inside the rental unit as the quantities of illegal substances seized and other items found inside the rental unit support the sale of illegal substances for the purpose of trafficking. The Landlord states there is dangerous activity which is associated with drug trafficking and the Landlord requests an expedited order for eviction and reimbursement for the application filing fee.

Analysis

18. On a balance of probabilities, I find the Tenant committed an illegal act pursuant to subsection 61(1) of the Act on December 30, 2023 when the Tenant was arrested and charged at the rental unit on December 30, 2023 with three counts of Possession of a

Schedule 1 Substance for the purpose of Trafficking and two counts of an Unlicensed Person Possession Prohibited/Restricted Weapon. I find the uncontested evidence of PC Papa Constantinou which is corroborated by the report to be persuasive. I accept that on this date, large quantities of illegal substances, including green fentanyl, purple fentanyl, and crystal methamphetamine, and two prohibited knives were seized at the rental unit.

19. On a balance of probabilities and pursuant to subsection 66(1) of the Act, I find the Tenant seriously impaired the safety of the other tenants, occupants, guests, and the Landlord's staff when the Tenant was arrested and charged on December 30, 2023 with three counts of possession of schedule 1 substance (green fentanyl, purple fentanyl, and crystal methamphetamine) for the purpose of trafficking, and two counts of an unlicensed person possession of prohibited/restricted weapon (two prohibited knives). This conduct occurred in the residential complex. I find the uncontested evidence PC Papa Constantinou which is corroborated by the report to be persuasive.
20. I accept there is dangerous activity associated with drug trafficking which impacts the character of the residential complex and safety of the other tenants living there. As the Court found in *Metropolitan Toronto Housing Authority v. Owusu-Ansah*, the character and well-being of a community takes priority over an individual's right to forfeiture. Further, *Swansea v. Co-operative Inc. v. Balcerzak* emphasizes a landlord's right to evict a tenant who commits an illegal act which affects the character of the residential complex. In the case before me, I find drug trafficking and the possession of prohibited and restricted weapons can lead to dangerous activity which can adversely affect the character of the residential complex and negatively impacts the safety and wellbeing of other individuals at the residential complex.
21. Further, as determined in *Furr v. Courtland Mews Cooperative Housing Inc.*, a real risk of impairment is enough to constitute a serious impairment to safety. I find the dangerous risk associated with drug trafficking poses a genuine risk of impairment to others residing, visiting, and working at the residential complex and as a result, this establishes a serious impairment to the safety of these individuals at the residential complex.
22. The Tenant was required to pay the Landlord \$317.52 in daily compensation for use and occupation of the rental unit for the period from October 30, 2025 to January 21, 2026.
23. 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.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. There is no last month's rent deposit.
26. 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 Tenant did not attend the hearing. I accept that the Tenant was charged with the Possession of a Schedule 1 Substance for the Purpose of Trafficking (three counts), and Possession of a Prohibited/Restricted Weapon (two counts) on December 30, 2023. Due to the dangerous

activity inherently associated with drug trafficking, I find it poses a real risk of impairment to the safety of other tenants, occupants, guests, and the Landlord's staff at 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 February 9, 2026.
2. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 10, 2026. **The Sheriff is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$317.52, which represents compensation for the use of the unit from October 30, 2025 to January 21, 2026.
5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting January 22, 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 \$503.52.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 10, 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.