



Order under Section 69 Residential Tenancies Act, 2006

Citation: Macdonald v Snyder, 2026 ONLTB 19076

Date: 2026-03-05

File Number: LTB-L-048378-24

In the matter of: upper, 236 10th Street
Owen Sound ON N4K3R3

Between: Tracy Macdonald Landlord

And

Jack Snyder Tenant
Kathy Vondrova

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Tracy Macdonald (the 'Landlord') applied for an order to terminate the tenancy and evict Jack Snyder and Kathy Vondrova (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.

This application was heard by videoconference on December 10, 2024 for which the Tenants were present and concluded December 11, 2026.

Only the Landlord, the Landlord’s legal representative Jacqueline Armstrong and the Landlord’s witness Debbie Stephen (DS) attended the hearing.

As of 9:25 a.m., the Tenants were 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.

The Tenants joined the hearing at 10:12 a.m., after the hearing had already concluded. They noted technical issues for their inability to join sooner.

Determinations:

Preliminary issue – Request to amend the L2 Application

1. The Landlord requested that the Board consider an amendment to their L2 application as filed with the Board on June 17, 2024 to include the monetary claim for alleged damage to property in the amount of \$4,000.00 for three broken windows, broken bathroom and bedroom doors, broken vanity, broken kitchen sink and ripped up flooring. The Landlord outlined these claims in the first L2 application uploaded in the Board's record dated June 15, 2024 however subsequently uploaded the second L2 application dated June 17, 2024.
2. As it wasn't clear to the Board which application the Landlord was intending to rely on, the Tenants were asked about their awareness of these claims and submitted that as these claims were not outlined in the N6 notice, they were unaware of the costs as claimed by the Landlord.

3. *Board Rules of Procedure: Rule 15 – Amending Applications*

15.3 The request to amend will be decided at the hearing after considering:

- a) whether the amendment was requested as soon as the need for it was known;
 - b) any prejudice a party may experience as a result of the amendment;
 - c) whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d) whether the amendment is necessary and was requested in good faith; and
 - e) any other relevant factors.
4. At the time of the hearing, I had reserved on the decision regarding the request to amend. For the following reasons the Landlord's request to amend the L2 application is denied.
 5. While submitting the two L2 applications in evidence, the Landlord failed to adhere to Rule 15.1(b) and 15.1 (c) by not serving the Tenants an amended L2 application and by not filing the amendment of the second L2 with the Board. There was nothing to suggest which application was being relied upon. And given the subsequent submission of June 17, 2024, it is a natural conclusion that the Landlord was relying on this application which outlined only the claim for the application filing in the amount of \$186.00.
 6. Further, I was not satisfied that granting the request for amendment would not be prejudicial to the Tenants as they were unaware of the intended amendment the Landlord would be seeking from the Board.

L2 Application

7. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 16, 2026.

8. The Tenant was in possession of the rental unit on the date the application was filed.
9. On May 25, 2024, the Landlord gave the Tenant an N6 notice of termination. The notice of termination with a termination date of June 14, 2024 alleges that the tenants, or an occupant committed an illegal act or carried on an illegal business, or that one of the tenants or an occupant permitted someone to commit an illegal act, or carry on an illegal business involving:
 - a. the production, trafficking, and/or possession of illegal drugs for the purpose of trafficking; and,
 - b. any other illegal act and/or business.
10. Specifically, the details as outlined on the N6 Notice include that the tenant: altered the rental unit to rent out a bedroom in violation of the lease, permitting others to break windows and damage the rental unit on unknown dates, and breaking into the occupied lower rental unit to plug in their hydro on May 19, 2024. On this occasion, police were called and attended, advising the Tenant that they would be charged with break and enter and theft. In the discussion with the police regarding the break and enter incident, the Landlord was advised that the rental property is known to be a drug house and that the upper unit is under surveillance "with respect to drug operations."
11. The Landlord's witness Debbie Stephen (DS) is the resident of the main floor unit and has exclusive access to the basement of the residential complex testified that:
 - She is in her 70's and is concerned for her safety and well being as she has been threatened by the upstairs tenants and their guests repeatedly. Written examples of threats were evidenced on pages 55-56 of DOC-4620587.
 - That on May 19, 2024 the upstairs tenant Jack Snyder broke into her basement rental unit through a window and plugged in an extension cord to avail of electricity. That police were called, attended and were going to charge the tenant with breaking and entering and theft.
 - That since the incident, the Tenants have continued to break and damage various items inclusive of the common front entry door, windows, outdoor shed and that there is a lot of foot traffic in and out of their unit.
 - As upstairs Tenants have been using a generator for power, it has caught on fire twice already, the fire department has attended on multiple occasions and she feels unsafe.
12. As evidenced on page #60 of DOC-4620587, in a reporting of the incident of May 19, 2024 to the Owen Sound Police, the Landlord explains that each residential unit has their own hydro meter and that the Landlord pays for electricity as powering all common areas. That when the Landlord was called by the fire department and advised that the upstairs Tenants were using an extension cord to access the plug in the common hallway, as this is a fire hazard, the plug was capped.

13. Based on the uncontested evidence I find that the Tenants or an occupant of the Tenants' rental unit have committed an illegal act in the residential complex by breaking a window to the basement of DS's rental unit and committing the act of electricity theft when plugging into a power source that is for a utility as connected to her own hydro meter and as paid for exclusively by her. Break and enter is a punishable offense under section 348 of the Criminal Code.
14. As raised as an issue in the Interim Order of October 17, 2024, the Landlord has not provided sufficient details in the notice to support the finding that the Tenant or an occupant of the Tenant's rental unit has committed an illegal act or is carrying on an illegal business at the residential complex involving the production of an illegal drug, trafficking in an illegal drug, possession of an illegal drug for the purpose of trafficking. And while the Landlord has become aware that there may be some drug related activity occurring in the rental unit, the notice as provided does not provide details of any such activities, and therefore allegations in this respect can not be considered in support of the application for termination of tenancy.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. This order contains all of the reasons in this matter and no further reasons will issue.

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 16, 2026.
2. If the unit is not vacated on or before March 16, 2026, then starting March 17, 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 March 17, 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 on or before March 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Alicia Johnson
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 17, 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.