



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102590-25

In the matter of: 410, 230 AMELIA ST W
THUNDER BAY ON P7E6H2

Between: TBDSSAB Housing Programs Landlord

And

Sheldon Ogima Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Sheldon Ogima (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 23, 2026.

Only the Landlord's agent, J. Petrin, attended the hearing.

As of 11:48 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 17, 2025, the Landlord gave the Tenant an N6 notice of termination, alleging that upon inspection with the police on October 28, 2025, the Landlord found fentanyl, large amounts of cash, and cocaine in plain view, and the police charged the

Tenant's guest with drug trafficking. They also allege that the Tenant was charged with drug trafficking on January 26, 2023.

4. The Landlord's agent, J. Petrin (JP), is a property manager for the Landlord. JP said that she works in an office in the residential complex, which is an apartment building that provides social housing for tenants, and there are 162 units.
5. JP said that she works on various sites, but she is in the residential complex multiple times per week. JP said that the Tenant moved into the rental unit in November 2022, and he lives on his own in a subsidized unit for \$145.00 rent per month.
6. JP said that there have been two drug busts in the unit since the Tenant lived in it. The most recent one occurred on October 28, 2025, and JP was present, and she attended the unit with police. She said that the unit had very heavy traffic in previous weeks, sometimes up to 100 people per day, and the Landlord wanted to inspect the condition of the unit. She said that she warned the Tenant ahead of time because he had already had a drug bust in 2023, and he had spent time in jail. JP said that the Tenant received 24 hour notice of the inspection, and when she arrived, she entered the unit with two police officers and two trainee special constables remained in the hallway. She said that they entered with a key, because there was no answer when they knocked. JP said that they saw an unknown man in the unit throwing things out the window, and an officer rushed in and stopped him. She said the officers arrested the guest, but not the Tenant who was in the bedroom with the door closed. She submitted into evidence screen shots of video footage taken on that day of the guest being arrested and taken out to the police van. JP said that the police confiscated fentanyl, cocaine and cash that day from the unit. She also submitted into evidence a Thunder Bay police press release about the drug bust that states "officers located quantities of suspected cocaine and fentanyl, along with cash, consistent with drug trafficking." JP said that the police told her they did not arrest the Tenant because he was in a different room from the drug supplies, when they entered the unit.
7. JP said that the heavy traffic has continued since that time. She said that she looked at video surveillance from 10 p.m. to 10 a.m. the morning of the hearing, and she saw dozens of people going in and out of the unit like a "turnstile".
8. JP said that she has attempted to discuss the trafficking issue with the Tenant, but he is non-responsive. She said that she personally delivered the notice of hearing to him and she spoke to him about vacating the unit. She said that he told her he would think about it.
9. The Landlord requests eviction. JP said that drug busts like this have a huge impact on the residential complex. She submitted into evidence documentary evidence of the previous drug bust involving the Tenant in 2023. It was only three months after the Tenant moved into the unit. She said that Thunder Bay is in a crisis with drugs and gang-related violence, and that most of the homicides are related to drugs and gangs. JP said that the Tenant and his guests are putting every one in the building at risk, and that there has been no slowing of activities since the October 2025 drug bust.
10. I find that the Tenant, or an occupant of the rental unit has permitted someone to commit an illegal act, trade, business or occupation involving the production of an illegal drug, or

trafficking in an illegal drug, or possession of an illegal drug for the purposes of trafficking, in the rental unit for the reasons that follow.

11. The Tenant has been charged with a trafficking offence at least once in the rental unit, and the Landlord believes that he either pled guilty, or he was found guilty, and he did jail time for that offence in 2023. The Landlord has observed significant numbers of people coming and going from the unit, sometimes over 100 people per day, and they continue to observe that heavy traffic to the day of the hearing. A guest of the Tenant was found in the unit on October 28, 2025, with large amounts of drugs, and he was charged with trafficking offences on that day as a result of what was found in the rental unit. The Tenant knew beforehand that there was going to be an inspection of the rental unit, and he therefore managed to remove himself to a different room of the unit when JP and the police arrived. However, I find that the very fact that the Tenant moved to a different room when the police came proves, on a balance of probabilities, that he knew full well what was taking place in his unit, and he meant for his guest to take the blame for it, which is what happened. The Tenant permitted that to happen. He did not answer the door when JP and the police arrived. This ensured that it would be the Tenant's guest who was caught in the act with the drugs. In any case, the Landlord's evidence is that heavy traffic continues to come in and out of the rental unit despite the numerous warnings the Tenant has had from JP, and despite at least two drug busts in his unit. Therefore, I find that the evidence shows, on a balance of probabilities, that trafficking in drugs continues to occur in the rental unit, and it is either being carried out by the Tenant or guests of the Tenant with the Tenant's full knowledge and permission.
12. Based on the monthly rent, the daily compensation is \$4.77. This amount is calculated as follows: \$145.00 x 12, divided by 365 days.
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 for the following reasons. The Tenant has lived in the rental unit for only three years, and there have already been two drug busts from the unit. The first drug bust occurred only a few months after the Tenant moved in. Despite having been arrested for that drug bust, the Tenant continued to carry on the activity. Despite a second drug bust, and subsequent conversations and warnings from the Landlord, the Tenant continued his activity. The Tenant's actions are putting all residents in the building at risk. The actions are inviting criminality and people involved in drug trade to regularly go in and out of the building, and this is prohibiting the Landlord from carrying out its obligation to provide a residential complex fit for habitation and complying with health, safety and maintenance standards. It is highly prejudicial to the Landlord, and the safety of the rest of the residents of the residential complex, for the tenancy to continue.

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 April 22, 2026.
2. If the unit is not vacated on or before April 22, 2026, then starting April 23, 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 April 23, 2026. The Sherrif is requested to expedite the enforcement of this order.
4. If the Tenant fails to vacate the rental unit on or before April 22, 2026, the Tenant shall pay the Landlord compensation of \$4.77 per day for the use of the unit starting April 23, 2026, 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 April 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 23, 2026 at 4.00% annually on the balance outstanding.

April 17, 2026

Date Issued

Nancy Morris

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 October 23, 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.