



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087850-23

In the matter of: 716, 4205 LAWRENCE AVE E
SCARBOROUGH ON M1E4S6

Between: Toronto Community Housing Corporation Landlord

And

Yasmin Ali Tenant
Ahmed Ahmed

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Yasmin Ali and Ahmed Ahmed (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, 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 matter was previously adjourned on consent March 6, 2025, December 16, 2025, and January 22, 2026. Both parties were fully aware that the matter was proceeding on the next hearing date.

This application was heard by videoconference on April 20, 2026.

Only the Landlord's representative Navya Menon attended the hearing. The Tenant nor their representative were present 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. After the hearing was completed, the Tenant arrived at the hearing at 10:15am, and the Tenant's legal representative attended at 10:18am. Although the Landlord's representative was no longer present, the Board inquired about the delay

in attending the hearing. No reasonable explanation was provided as to why both the Tenant and their representative arrived within 3 minutes of each other, over an hour after the block began.

Determinations:

1. The Landlord filed an L2 Application alleging that the Tenant committing an illegal act as well as substantially interfered with the safety of others at the residential complex by possessing illicit drugs. 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.

N6 Notice of Termination

3. On October 27, 2023, the Landlord gave the Tenant an N6 notice of termination, deemed served November 1, 2023. The notice of termination contains the following allegations:
 - On June 14, 2023, the Toronto Police Services attended the rental unit and executed a search warrant. Officers found 16.99 grams of crack cocaine, 57.5 grams of cocaine, and 328.37 grams of Tylenol 3s along with \$640.00 USD, \$130.00 CAD, and \$20 NZD. The Tenant, Ahmed Ahmed was subsequently charged with 5 counts of Possession for the Purpose of Trafficking a Schedule I Substance and two counts of possessing proceeds of property obtained by crime not exceeding \$5,000.00.

N7 Notice of Termination

4. On October 27, 2023, the Landlord gave the Tenant an N7 notice of termination, deemed served November 1, 2023. The notice of termination contains the following allegations:
 - On June 14, 2023, the Toronto Police Services attended the rental unit and executed a search warrant. Officers found 16.99 grams of crack cocaine, 57.5 grams of cocaine, and 328.37 grams of Tylenol 3s along with \$640.00 USD, \$130.00 CAD, and \$20 NZD. The Tenant Ahmed Ahmed was subsequently charged with 5 counts of Possession for the Purpose of Trafficking a Schedule I Substance and two counts of possessing proceeds of property obtained by crime not exceeding \$5,000.00.

Testimony of PC Rinkoff

5. Officer Rinkoff has been employed with the Toronto Police Service since February 2016. His testimony was based on his personal knowledge and experience, as well as the police report dated July 14, 2023, which was entered into evidence.
6. On July 14, 2023, officers from 52 Division obtained a search warrant for the Ahmed Ahmed's vehicle and the rental unit. Police conducted a traffic stop of the Tenant's vehicle and located drugs in the driver's side door. Ahmed Ahmed was arrested at the scene.

7. Police subsequently executed the search warrant at the rental unit. Officers seized 16.99 grams of crack cocaine, 57.5 grams of cocaine, and 328.37 grams of Tylenol 3s, along with \$640.00 USD, \$130.00 CAD, and \$20.00 NZD. As a result, the Tenant was charged with five counts of possession for the purpose of trafficking a Schedule I substance and two counts of possession of proceeds of property obtained by crime not exceeding \$5,000.00.
8. Officer Rinkoff testified that the quantities of narcotics seized were significant and inconsistent with personal use. He further stated that such substances pose a substantial negative risk to the community, as they could potentially end up in the possession of children or animals.

Testimony of Sean Brosnan

9. Mr. Brosnan is a community safety advisor employed by the Landlord. He is responsible for the building in which the rental unit is located. He works with the community safety unit, however not with special constables (although he accesses the reports of special constables and reviews them daily).
10. The witness described the building as containing 14 floors, mixed with seniors and other higher-needs individuals often coming from shelters.
11. The Landlord takes a zero-tolerance policy towards drugs as there are numerous negative aspects that could affect other vulnerable tenants on the residential complex. The Landlord entered CORA Report #1291088 into evidence, which described the incident involving the Tenant, police, and discovery of drugs.

Analysis

12. The Board requested submissions from the Landlord regarding the validity of the N6 and N7 notices. Specifically, both notices state that the Tenant was arrested and that drugs were discovered on June 14, 2023, whereas the evidence before the Board established that these events occurred on July 14, 2023.
13. The Landlord submitted that the notices are not misleading and requested that the Board consider section 212 of the *Residential Tenancies Act, 2006* (the "Act"). Having considered those submissions, I find that the N6 and N7 notices are valid. The incident described in the notices relates to a serious, one-time event that the Tenant could not reasonably have confused with a different occurrence on another date. Given the detailed description set out in the notices, I find that the Tenant would have been reasonably able to understand the allegations and prepare a defence. This circumstance is expressly contemplated by sections 212(1) and 212(2) of the Act.
14. Based on the uncontested evidence of the Landlord, I find that the Tenant committed an illegal act, trade, business, or occupation involving the trafficking of illegal drugs, or possession of illegal drugs for the purpose of trafficking, within the rental unit. This finding is supported by the testimony of Officer Rinkoff, who described the significant quantities of

drugs seized and opined that they were well in excess of amounts consistent with personal use.

15. I further find that the Tenant seriously impaired the safety of other tenants in the residential complex by possessing and/or trafficking drugs in the rental unit. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Divisional Court held that an actual injury is not required for the Board to find a serious or substantial impairment of safety. Rather, a serious impairment of safety may include a potential outcome that poses a risk of significant negative effects on a person's well-being, or a foreseeable act or omission that may result in such impairment. On the uncontested evidence before the Board, I find that the possession and/or trafficking of drugs within the residential complex presents a foreseeable risk of substantial negative impact on other tenants. The evidence is that the building contains vulnerable individuals, which confirms that there is a real substantial risk due to the Tenant's actions.

16. Of note, there is no requirement for the Tenant to have been convicted of any of the charges for there to be a success L2 application based on an N6 or N7 notice.

Relief from Eviction

17. In *Metro Toronto Housing Authority v. Owusu-Ansah*, 1995, O.J. No. 3864, the Divisional Court found that the well-being of the community as a whole, and the tenants in that community, take precedence over an individual's right to relief from forfeiture.

18. 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.

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.

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 May 6, 2026.
2. If the unit is not vacated on or before May 6, 2026, then starting May 7, 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 May 7, 2026. The Sheriff is requested to expedite the enforcement of this order.

4. The Tenant shall pay to the Landlord \$3,311.28, which represents compensation for the use of the unit from November 27, 2023 to April 20, 2026. Any payment made by the Tenant to the Landlord for these rental periods shall be applied to the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting April 21, 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 \$3,497.28.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 7, 2026 at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Brett Lockwood
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 November 7, 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.