



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-025972-26

In the matter of: 2311, 19 Bathurst Street
Toronto ON M5V3C1

Between: Gurdeep Nagra Landlord

And

Mustafa Sarker Tenants
Jarín Tasnim
Shadman Rijvee

Gurdeep Nagra (the 'Landlord') applied for an order to terminate the tenancy and evict Mustafa Sarker, Jarín Tasnim and Shadman Rijvee (the 'Tenants') because: the Tenants 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. (L2 application)

This L2 application was heard by videoconference on April 27, 2026.

Only the Landlord and the Landlord's Legal Representative, Maninder Padda, attended the hearing.

As of 1:31 pm, 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. I confirm that no one for the Tenants appeared in the videoconference room for the balance of the hearing block.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. After considering the respective circumstances, therefore, the tenancy will be ordered to end on May 22, 2026.
2. The Tenants were in possession of the rental unit on the date the L2 application was filed, and the Tenants are still living in the rental unit as of the date of this hearing.
3. N6 Notice of Termination :- On March 19, 2026, the Landlord served the Tenants an N6 notice of termination. The notice of termination contains the following allegations: on March 18, 2026, an inspection of the rental unit was conducted, when the Landlord discovered a gun in plain sight in the living room and clear evidence of cocaine in a bedroom—white

cocaine residue, multiple plastic bags, envelopes, a weighing scale and cards/bills for dividing the drug into lines.

4. The Landlord affirmed that after giving 24-hours notice to enter, he and the Landlord's Legal Representative went into the unit on March 18, 2026 and found all the items listed in the N6 notice. He submitted photos into evidence of the gun that was found (exhibit LL#1) and the cocaine paraphernalia found in the bedroom (exhibit LL#2).
5. The Landlord testified he contacted the police who came about 30 minutes later on March 18, 2026, but once they discovered the gun was a BB gun, they went no further with their investigation. The Landlord stated they told them and the Landlord's Legal Representative that their suspicions about cocaine usage and the possibility there was trafficking taking place or about to take place were well founded. The Landlord requested the police's occurrence report no. 2026-56-9116 but as of the date of this hearing, he was still waiting for the report to be delivered to him. The Landlord submitted a copy of the payment receipt in respect of his request to get a copy of the occurrence report (exhibit LL#3).
6. Both the Landlord and Landlord's Legal Representative declared the white powder residue, the weighing scale, the bags/envelopes and dividing cards they found in the rental unit bedroom were without doubt, cocaine and related drug paraphernalia used to snort cocaine and to package it for distribution to others (i.e. trafficking).
7. Based on the uncontested evidence of the Landlord, I find the Tenants or other occupants of the rental unit or someone who the Tenants permitted inside the rental unit have committed an illegal act, trade, business or occupation involving at the very least, possession of an illegal drug (cocaine) for the purposes of trafficking in the rental unit or residential complex. I was also persuaded by the Landlord to accept the Landlord's assessment that this illegal activity is detrimental to not only the Tenants themselves, but presents a likely, serious impact on the character of the residential complex.
8. The Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs. The Landlord was asked to make submissions on the circumstances of the Tenants and he was not aware of anything that would either lead to the refusal or postponement of terminating the tenancy.
9. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 22, 2026.
2. If the rental unit is not vacated on or before May 22, 2026, then starting May 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 May 23, 2026. The Sherrif is requested to expedite the enforcement of this order.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the L2 application.
5. If the Tenants do not pay the Landlord the \$186.00 owing on or before May 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 11, 2026

Date Issued

Alex Brkic

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 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.