



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Ashley Manor Housing Corporation v Stefanick, 2026 ONLTB 41245

Date: 2026-05-25

File Number: LTB-L-097462-25

In the matter of: 706, 132 KINGSTON RD W
AJAX ON L1T3W5

Between: Ashley Manor Housing Corporation Landlord

And

Tracy Stefanick Tenant

Ashley Manor Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Stefanick (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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

The Landlord's agent, G. Collymore and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has partly proved, on a balance of probabilities, the grounds for termination of the tenancy, and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 6, 2025, the Landlord mailed the Tenant an N5 notice of termination, deemed served on November 11, 2025. The notice of termination alleges that the Tenant is liable to pay the Landlord for damages caused to the front door of the rental unit as a result of a police drug bust that took place on October 29, 2025. The N5 notice ordered the Tenant to pay \$847.50 to fix the damage in order to void the N5 notice.
4. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
5. It is undisputed, however, that the Tenant paid the Landlord the \$847.50 to repair the damage on December 2, 2025, as well as the filing fee for the application. Therefore, the Tenant paid the required amount after the voiding period.
6. On November 6, 2025, the Landlord mailed the Tenant an N6 notice of termination, deemed served on November 11, 2025. It alleges that the Tenant, or an occupant of the rental unit has committed an illegal act, or they are carrying on an illegal business at the residential complex involving the production of an illegal drug, trafficking in an illegal drug, or possession of an illegal drug for the purposes of trafficking, or that the Tenant or an occupant permitted someone else to carry out one of those illegal activities involving drugs in the residential complex.
7. In the N6 notice of termination, the Landlord alleges that on October 29, 2025, the police broke the rental unit door down to carry out a search warrant, and they found cocaine, weigh scales, packing, debit lists, currency from proceeds of crime, and they arrested the Tenant's boyfriend or guest.
8. On the same dates as above, the Landlord mailed the Tenant an N7 notice of termination, alleging that on October 29, 2025, as a result of the drug bust, the Tenant, another occupant of the rental unit, or a person permitted in the residential complex by the Tenant has seriously impaired the safety of other residents, and this conduct occurred in the residential complex.

Background:

9. The Tenant testified about the incident on October 29, 2025. It is undisputed that her boyfriend, T. Bogdanow (TB), was arrested at her unit on October 29, 2025, and he was charged with possession of cocaine, oxycodone and hydromorphone for the purposes of trafficking, after the police broke down her door.
10. The Tenant said that TB was her boyfriend, but he has been in jail since the arrest. She said that she was not charged or arrested by police, and she had no idea that TB trafficked in drugs. The Tenant said that TB was not an occupant, but he would stay with her a

couple of nights a week. She said that she knew TB many years, she knew that he “had a past”, but she believed that he had changed his life, and he was just taking care of his mom. The Tenant said that she was seeing him for eight months prior to his arrest.

11. The Tenant said that she went to the jail after TB was arrested and she broke up with him. The Tenant said that she wants to remain in the unit, it is all she has. She currently lives in the rental unit on a very subsidized rent of \$478.00 per month. She said that she has a job at Winners.
12. The Landlord submits that the Tenant should be evicted because she brought a guest into her unit that led to a drug bust and arrest, and this behaviour has seriously impaired the safety of others in the residential complex.
13. The Tenant said that she is very sorry about what happened, and it has affected her mentally. However, she said that she paid for the damage, and she is continuing to go to work. She said that she made a terrible mistake by trusting someone she should not have trusted.

Reasons and Analysis:

14. As mentioned above, it is undisputed that the behaviour of the Tenant’s guest led to wilful or negligent damage of the front door of the rental unit. The police had to break down the door of the rental unit to carry out a search warrant, and subsequent arrest of the Tenant’s guest TB. The Tenant admits responsibility for the damage, and she reimbursed the Landlord for the damage. However, it was after the date required to void the N5 notice.
15. It is the uncontested evidence of the Tenant that she was completely unaware of TB’s drug trafficking, she was shocked by the drug bust on October 29, 2025, and she immediately broke up with TB after the arrest. It is also the uncontested evidence of the Tenant that TB was not an occupant, but a guest of the unit. The police did not arrest the Tenant, and the Landlord did not have evidence that the Tenant has continued her relationship with TB. While it is admittedly difficult to believe that the Tenant was completely unaware of TB’s activities, it is the Landlord’s application to prove, on a balance of probabilities, that either the Tenant was involved in the drug trafficking, or that TB was an occupant, or that the Tenant permitted TB to carry out his activities in the rental unit or the residential complex. I find that the Landlord has failed to prove any of those above-mentioned facts, on a balance of probabilities,
16. Consequently, I find that the Landlord failed to prove their N6 notice of termination, since they did not prove that the Tenant, or an occupant of the rental unit has committed an illegal act, trade, business or occupation involving the production of an illegal drug, trafficking in an illegal drug, or possession of an illegal drug for the purposes of trafficking in the rental unit or the residential complex.
17. While I find that the evidence is strong that TB was trafficking in drugs, there was no credible evidence submitted by the Landlord that TB was trafficking in drugs while he was in the rental unit or the residential complex. The drug bust of October 29, 2025, took place at the rental unit, but that supports the Tenant’s evidence that TB stayed with her a couple

of nights per week and the police knew where they would be able to find him.

18. Consequently, I find that the Landlord has failed to prove, on a balance of probabilities, that the Tenant, another occupant of the rental unit, or a person permitted in the residential complex by the Tenant has seriously impaired the safety of other tenants with conduct that occurred in the residential complex. Arguably the drug bust itself, carried out at the rental unit, seriously impaired the safety of other tenants in the residential complex, but all the evidence points to this incident as a one-off incident. The Tenant no longer associates with TB, and there is not likely to be another drug bust at the rental unit. Therefore, I find that the Landlord has failed to prove their N7 notice of termination, on a balance of probabilities.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs, however it is undisputed that the Tenant has already paid this cost.

Section 83 Considerations:

20. The Tenant's boyfriend TB was arrested, and he is in jail, because he was charged with a serious crime. Had the Landlord brought evidence to prove that TB's trafficking was being carried out on the residential complex, or that any criminality continued in the rental unit, or that the Tenant had other dangerous guests that continued to visit, the outcome of the Landlord's application might have been quite different. The evidence before me suggests that the Tenant made a terrible misjudgment in her choice of partner, and that she rectified it as soon as he was arrested, and she severed ties with him. The Tenant admits the damage, and she paid for the damage, caused by the drug bust. She also paid the Landlord's filing fee. There is no evidence that the Tenant has continued a relationship with TB that would continue to seriously impair the safety, nor to threaten the residents of the residential complex. The Tenant continues to work and pay her rent. I find that it is not unfair to provide her with another chance to preserve her tenancy. I have considered all of the disclosed circumstances above in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.

It is ordered that:

1. The Landlord's application is dismissed.

May 25, 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.