



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015378-26

In the matter of: Upper, 193 Romaine St
Peterborough ON K9J2C3

Between: Thrive Housing and Support Landlord

And

Dominique Iribon Tenant

Thrive Housing and Support (the 'Landlord') applied for an order to terminate the tenancy and evict Dominique Iribon (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 June 3, 2026.

Only the Landlord's representative, Aaron Eddie, and Jennifer Lockhart attended the hearing.

As of 9:41 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. The Tenant was not present at the hearing. The Landlord believe he is incarcerated. As explained at the hearing, parties who are incarcerated have the right and obligation to participate at a hearing.
2. The Board record confirms the Notice of Hearing was mailed to the Tenants at the rental unit on April 28, 2026. In addition, the Landlord took steps to serve the Tenant a copy of

Notice of Hearing, Application, Notice of Terminations and evidence to the Tenant at their detention center on April 20, 2026.

3. As such, I am satisfied, that the Tenant received the Notice of Hearing and had opportunity to arrange to participate at this hearing.
4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy will terminate on or before June 23, 2026.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On February 2, 2026, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations:
 - On January 20, 2026, the Tenant's unit was subject to a search warrant, executed by Peterborough Police Service and various other law enforcement agencies.
 - The Tenant of the unit Dominique Iribon was charged with the following:
 - Possession for the purpose of Trafficking Fentanyl
 - Possession of for the purpose of trafficking cocaine
 - Possession for the purpose of trafficking Dilaudids
 - Possession for the purpose of trafficking Percocets
 - Possession for the purpose of trafficking Xanax
 - Possession of property obtained by crime over \$5000.00
 - Unauthorized possession of a firearm -three counts
 - Possession of a prohibited firearm with ammunition – three counts
 - Careless storage of a firearm- three counts
 - Possession of a prohibited device (3D printed Tasers)- Seven Counts
 - On January 22, 2026, Thrive Housing and Support took steps to secure the door to the unit by installing a deadbolt lock system.
 - On January 23, 2026, a press release detailing the arrests and executed search warrant was released by the Ontario Provincial Police. On the same day, the Landlord's agent went to the unit to check on the secured door and found it had been removed, and the Landlord took steps to secure door by installing plywood over the opening.
7. The Landlord's witness, Jennifer Lockhart who is a employee of the Landlord testified that received a call from another Tenant and that the police became aware drug dealings happening in this rental unit. Therefore, the police raided the unit and the Tenant was arrested. The police also called JL to confirm that Tenant's residence and confirm that she has been arrested on January 20, 2026.
8. She submitted a press release by Quintenews on January 23, 2026, that indicated, that the police charged the Tenant with possession for the purpose of trafficking as they found the

amounts were too large for personal use. The criminal charges are still pending. The street value for the drugs was approximately \$375,000. The Tenant was charged specifically with Possession for the purpose of Trafficking Fentanyl, Possession for the purpose of trafficking cocaine, Possession for the purpose of trafficking Dilaudids, Possession for the purpose of trafficking Percocets, Possession for the purpose of trafficking Xanax, Possession of property obtained by crime over \$5000.00, Unauthorized possession of a firearm -three counts, Possession of a prohibited firearm with ammunition – three counts, Careless storage of a firearm- three counts and Possession of a prohibited device (3D printed Tasers)- Seven Counts.

9. Sections 61(1) and 66(1) of the *Residential Tenancies Act, 2006* ("Act") state:

61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

10. Based on the uncontested evidence before me, I find that a search warrant was executed on the Tenant's unit and large quantities of illegal drugs were found together with other items commonly used in the illegal drug trade. I say this based on the uncontested evidence of the news article which contained information from the Peterborough Police who oversaw the reporting of this incident. As a result, the Tenant was charged with possession of illegal drugs for the purposes of trafficking, Therefore, I find that the Tenant has committed an illegal act and this act or omission occurred in the residential complex.
11. The Landlord testified that the Ontario Disability Program has stopped paying the Tenant's rent. The Tenant was required to pay the Landlord \$397.38 in daily compensation for use and occupation of the rental unit for the period from February 13, 2026, to June 3, 2026.
12. Based on the monthly rent, the daily compensation is \$3.58. This amount is calculated as follows: \$109.00 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. The Landlord seeks termination of the tenancy as the Landlord is a social housing provider to many vulnerable tenants. She testified that this residential complex is specifically to house Tenants with children who are escaping domestic violence. The presence of drugs would be impactful to these tenants which would lead to threatening behaviours by the drug dealers and increased traffic of guest coming and going out of the building. As a result of this incident of unwanted guests, the Landlord has had to secure the unit as there are unwanted guests showing up on the property to gain access into the Tenant's unit.
16. The Tenant did not attend the hearing to provide submissions of their circumstances. 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 Tenant is terminated. The Tenant must move out of the rental unit on or before June 23, 2026.
2. If the unit is not vacated on or before June 23, 2026, then starting June 24, 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 June 24, 2026.
4. The Tenant shall pay to the Landlord \$397.38, which represents compensation for the use of the unit from February 13, 2026 to June 3, 2026.
5. The Tenant shall also pay the Landlord compensation of \$3.58 per day for the use of the unit starting June 4, 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 \$583.38.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 24, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Vinuri Sivalingam
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 December 24, 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.