



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104209-25

In the matter of: 16, 1367 COMMISSIONERS RD W
LONDON ON N6K1E2

Between: Pam Gardens Non Profit Housing Inc. Landlord

And

Minerva Hayek Tenant

Pam Gardens Non Profit Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Minerva Hayek (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 March 3, 2026.

Only the Landlord's Representative, Thomas Schoenleber, and the Landlord's Agent, Tina Marie Huse, attended the hearing.

As of 11:33 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 and the claim for compensation in the application. Therefore, the tenancy is terminated, and the Tenant must vacate the rental unit on or before June 24, 2026.
2. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On December 9, 2025, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations: the Tenant or someone living with the Tenant committed an illegal act involving illegal drugs.

5. The Landlord's Agent testified she is the Tenant coordinator for the Landlord, and the residential complex is comprised of 20 town homes. The Landlord's Agent testified that the police attended the Tenant's rental unit and seized a gun, some Schedule I substances, and a large amount of money. The individual who was charged was the Tenant's son and her son and all the items were found in the rental unit.
6. The Landlord's Agent testified that the Tenant had numerous discussions with the Landlord, and they discussed the Tenant not having her son living in the rental unit but the Tenant was the surety for her son and he was on house arrest so he was in the rental unit. The Tenant was asking for more time to move and said she would be out by the end of February but still had not vacated the rental unit as of the date of the hearing.
7. Subsection 61(1) of the *Residential Tenancies Act* (the "Act") provides as follows:

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.

8. The drug offences listed in subsection 61(2) include:
 - i. the production of an illegal drug;
 - ii. trafficking in an illegal drug;
 - iii. the possession of an illegal drug for the purposes of trafficking.
9. Based on the evidence before me I am satisfied that an occupant of the rental unit committed the illegal act of possession of an illegal drug for the purposes of trafficking in the rental unit. The press release from the London Police indicated that the Tenant's son, who was an occupant of the rental unit, was charged with three counts of possession of a Schedule I substance for the purpose of trafficking.
10. The Tenant was required to pay the Landlord \$1,003.78 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026, to March 3, 2026.
11. Based on the monthly rent, the daily compensation is \$32.38. This amount is calculated as follows: \$985.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$395.61 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$7.74 is owing to the Tenant for the period from March 29, 2025, to March 3, 2026.

Relief from eviction

14. The Landlord's Agent provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application.
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.

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 24, 2026.
2. If the unit is not vacated on or before June 24, 2026, then starting June 25, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The Tenant shall pay to the Landlord \$1,003.78, which represents compensation for the use of the unit from February 1, 2026, to March 3, 2026. The Landlord shall deduct from this amount any rent payments the Tenant made for this period.
4. The Tenant shall also pay the Landlord compensation of \$32.38 per day for the use of the unit starting March 4, 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. The Landlord owes \$403.35 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$786.43.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 25, 2026, at 4.00% annually on the balance outstanding.

June 19, 2026
Date Issued

Nicole Pedron
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 25, 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.