



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-041555-26

In the matter of: 10 Shelldale Crescent
Guelph ON N1H1C8

Between: Kindle Communities Organization Landlord

And

Lachlan Bell Tenant

Kindle Communities Organization (the 'Landlord') applied for an order to terminate the tenancy and evict Lachlan Bell (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; and, 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.

This application was heard by videoconference on June 16, 2026.

Only the Landlord's agent Leisha Burley attended the hearing.

Determinations:

1. On April 29, 2026, the Landlord gave the Tenant an N6 notice of Termination, pursuant to [Section 61](#) of the *Residential Tenancies Act, 2006* (the 'Act').
2. [Section 61](#) of the *Act* essentially creates two different notices of termination for illegal acts: those illegal acts where twenty days' notice is required; and illegal acts involving drug trafficking; drug production, or possession for the purposes of trafficking, where only ten days' notice is required. Here, the notice of termination contains a termination date of May 10, 2026 and is based upon the allegation that the Tenant carried out an illegal act in the residential complex involving:
 - the production of an illegal drug,
 - trafficking in an illegal drug, or
 - possession of an illegal drug for the purpose of trafficking.

4. A person is deemed to have trafficked a drug if they *“sell, administer, give, transfer, transport, send or deliver the substance to another”*.
5. The Landlord’s agent, Leisha Burley (LB) testified that on April 29, 2026, the police services tactical unit undertook a drug raid at the rental unit, in accordance with a search warrant. LB advised the search was undertaken due to suspicions of drug trafficking involving fentanyl and the Landlord produced a copy of the local newspaper article advising that certain individuals were charged with firearm and drug related offences. While the article notes that raids were conducted at two separate addresses and that two different individuals were charged, LB testified that the Tenant matched the description of the individual charged with *“four counts of possession for the purpose of trafficking, unauthorized possession of a firearm, careless storage of a firearm, tampering with a firearm serial number and possessing proceeds of crime under \$5,000”*
7. While the Board may admit hearsay, it must be mindful of the inherent dangers in doing so, particularly given that hearsay evidence can be extremely unreliable. I have decided to admit the Landlord’s hearsay evidence and deal with any indicia of unreliability as a matter of what weight to give that evidence.
8. The Landlord additionally noted there has been numerous visitors coming and going from the rental unit and submits there has been trafficking in an illegal drug at the rental unit.
9. The onus to prove the allegations rests with the Landlord. The issue here is whether the Landlord has established on a balance of probabilities that the Tenant carried out an illegal act in the rental unit 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.
10. Based upon the Landlord’s uncontested evidence, including the nature of the police raid/intervention, the frequency of individuals coming/going to the rental unit, as well as the hearsay evidence concerning the illegal quantity of illegal drugs recovered at the rental unit, the possession of a large quantity of currency, as well as the charges laid as against the Tenant, I find on a balance of probabilities that the Tenant has carried out trafficking in an illegal drug in the rental unit.
11. Given my finding that the Landlord has proven on a balance of probabilities that the Tenant has carried out trafficking in an illegal drug in the rental unit, I need not make a finding as to whether the Tenant’s behaviour or the behaviour of someone visiting or living with the Tenant has also seriously impaired the safety of any person.

Section 83

12. Section 83 requires that I consider all the circumstances, including the Tenant’s and the Landlord’s situations to determine if it would be appropriate to grant section 83 relief from eviction.

13. There are no children residing at the rental unit. The Tenant lives alone. LB advised the Tenant has signed a Form N11 (termination date: June 15, 2026) and that the Tenant has already arranged for some items to be removed.
14. The Landlord requested eviction, noting the seriousness of the Tenant's actions and the safety concerns raised in light of the items seized in the rental unit. The Landlord noted they are a supportive housing provider and there are 32 rental units in the building.
15. The Tenant did not attend the hearing, and thus did not provide any evidence that may be relevant to my determination under s. 83.
16. 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 29, 2026.
2. If the unit is not vacated on or before June 29, 2026, then starting June 30, 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 30, 2026. **The Sherrif is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Peter Nicholson
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 31, 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.