



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-041979-26

In the matter of: 51 MANITOU ST
NORTH BAY ON P1A1P3

Between: Nipissing District Housing Corporation Landlord

And

Demi Buffy Nakogee Tenant

Nipissing District Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Demi Buffy Nakogee (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 4, 2026.

Only the Landlord's agent, Tonya Wagner attended the hearing.

As of 10:30 AM, 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:

Preliminary Issue – Tenant's Attendance

1. The Tenant did not attend the hearing.
2. Although the Board's mailed Notice of Hearing was returned, I am satisfied the Tenant received notice of the hearing. The Board's records indicate that notice of hearing was also served by email to an email address regularly used by the Tenant. Accordingly, I proceeded in the Tenant's absence.

L2 Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as set out below.
4. On April 23, 2026, the Landlord gave the Tenant an N6 notice of termination. The notice of termination alleges that that on April 22, 2026, two of the Tenant's guests were arrested in the rental unit and charged with trafficking illegal drugs.
5. Detective Mitch Thomas of the North Bay Police Service testified on behalf of the Landlord.
6. The officer testified he was investigating officer in a drug trafficking investigation involving two individuals who travelled from London, Ontario to North Bay to supply illicit drugs to local drug houses.
7. The officer submitted that police surveillance observed the two suspects attend multiple locations in North Bay before arriving at the rental unit. The suspects remained inside the rental unit for approximately six hours. When police attempted to arrest the individuals after they left the property, one of the suspects fled back into the rental unit. Police pursued and arrested the individual inside the residence.
8. During the arrest, police seized approximately 110.5 grams of cocaine, 157.8 grams of fentanyl, cash, and drug trafficking paraphernalia. The officer further testified that the rental unit had arisen in several prior drug investigations and was known to the police.
9. Based on the uncontested evidence before me, I find that individuals attending the rental unit were engaged in significant drug trafficking activity involving fentanyl and cocaine. I further find that this activity occurred in connection with the rental unit and that the Tenant either knew or ought reasonably to have known of the illegal activity occurring within the unit.
10. In my view drug trafficking activity involving fentanyl and cocaine poses a serious risk to the safety, security, and lawful interests of other residents of the residential complex. Accordingly, I find the Tenant has committed illegal act as set out in section 61(1) of the *Residential Tenancies Act, 2006* (the 'Act')
11. I have considered all of the disclosed circumstances in accordance with section 83 of the Act. The Tenant did not attend the hearing to provide evidence of circumstances that would warrant relief from eviction. Given the serious nature of the illegal conduct, I am not satisfied that it would be unfair to grant eviction.
12. The Tenant was required to pay the Landlord \$11.16 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026 to June 4, 2026.
13. Based on the monthly rent, the daily compensation is \$2.79. This amount is calculated as follows: \$85.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 July 1, 2026.
2. If the unit is not vacated on or before July 1, 2026, then starting July 2, 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 July 2, 2026. **The Sherrif is requested to expedite the enforcement of this order.**
4. The Tenant shall pay to the Landlord \$11.16, which represents compensation for the use of the unit from June 1, 2026, to June 4, 2026.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application
6. The total amount the Tenant must pay the Landlord is \$197.16
7. The Tenant shall also pay the Landlord compensation of \$2.79 per day for the use of the unit starting June 5, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before July 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 2, 2026 at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Bryan Delorenzi
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 January 2, 2027 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.