



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

File Number: LTB-L-015287-26

In the matter of: Room 8, 554 AYLMER ST N
PETERBOROUGH ON K9H3W7

Between: Robila haider; Janjuas International Holdings Inc Landlord

And

Ingrid McConell Tenant
William Masters

Robila haider; Janjuas International Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Ingrid McConell and William Masters (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 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.

This application was heard by videoconference on June 3, 2026.

Only the Landlord, Landlord's representative, Crystal Francey, and the Landlord's agent, David Bon, attended the hearing.

As of 12:21 p.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 will terminate on or before June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 11, 2026, the Landlord gave the Tenant an N7 notice of termination. The notice of termination alleges that the Tenant seriously impaired the safety of another person and that this conduct occurred in the residential complex.
4. Based on the testimony of the Landlord's agent, David Bon ('DB'), I find that the following occurred on a balance of probabilities. DB testified that the Tenants sell their drugs out of their unit. On February 9, 2026, DB attended the building and the Tenant's guest saw him and dragged him into their unit with a knife held to him and threatened to hurt him. DB testified that he managed to get away. After a week, DB was at the building, and he had asked the the Tenant William to use the front door when he was trying enter through the back and William shoved the door and it hit DB's head. DB testified that he called the police but the individuals from the February 9th incident escaped.
5. DB testified that he has received numerous complaints from other tenants in the building who told him that the Tenant and the Tenant's guests are dealing drugs in the kitchen and have threatened to harm them with knives if they complain about them. The incident on February 9, 2026, and February 16th week supports that the Tenant or the Tenant's guests are intentionally trying to harm Landlord's agent at the residential complex. I am satisfied that both incidents seriously impaired the safety of the landlord's agent.
6. The Landlord also served the Tenant with an N6 notice of termination. It is unnecessary to consider that notice as I find the N7 notice sufficient to grant the Landlord's application.
7. The Tenant was required to pay the Landlord \$1,474.40 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to June 3, 2026.
8. Based on the monthly rent, the daily compensation is \$15.52. This amount is calculated as follows: \$472.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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. The incidents in February are particularly concerning for the safety and well being of the residents and staff of the residential complex. I have no evidence before me that supports that the Tenant would abide by a conditional order. The Landlord and the Landlord's agent also described other numerous concerns about the tenancy including an illegal drug trade. DB also testified that the police have attended the rental unit due to concerns about the Tenant and the Tenant's guest's behaviour.

12. Accordingly, 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 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 1, 2026.
4. The Tenant shall pay to the Landlord \$1,474.40, which represents compensation for the use of the unit from March 1, 2026 to June 3, 2026. The Landlord shall deduct any amount the Tenant has paid since March 1, 2026.
5. The Tenant shall also pay the Landlord compensation of \$15.52 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 \$1,660.40 minus any rent the Tenant has paid since March 1, 2026.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 25, 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 January 1, 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.