

Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-10012-21

In the matter of: 80, 177 EDGEVALLEY ROAD
LONDON ON N5V0C5

Between: Jignesh Mehta Landlords
Sachin Patel

and

Ryan Diagneault Tenants
Stacey-Lynnmarie Scaman

Jignesh Mehta ('JM') and Sachin Patel (the 'Landlords') applied for an order to terminate the tenancy and evict Ryan Diagneault ('RD') and Stacey-Lynnmarie Scaman ('SC') (together, the 'Tenants') because they, another occupant of the rental unit or someone they permitted in the residential complex have wilfully or negligently caused undue damage to the premises and because they or another occupant of the rental unit have committed an illegal act or have 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 Landlords also applied for an order requiring the Tenants to compensate the Landlords for the damage.

This application was heard in Passcode: 988 4914 7021# on August 4, 2021.

The Landlords, the Landlords' representative, A. Bondarenko, the Tenants and the Tenants' representative, G Snow, attended the hearing.

Determinations:

1. The Landlord JM testified to the following:
 - a) In March 2021 he saw news articles in the London Free Press and National Post (Refer Exhibits 1 and 2, being pages 6 – 11 and 12-22 respectively of materials filed by the Landlord with the Board in advance of the hearing). The articles reported that the Tenant had been charged with various offences, including drug and weapons trafficking. There was a reference to various raids having been conducted by the Ontario Provincial Police but there was no specific information as to where the raids took place. The rental unit was not identified in the articles;
 - b) A friend of the Landlord, who lives near the unit, told the Landlord that on March 9, 2021 the police were at the location of the rental unit from midnight for about ten

hours. There were 8 or 9 police cars. The friend heard loud noise from the unit and believed that the police broke down the door to the unit. He understood that the police had charged the Tenant RD with various drug and weapon trafficking offences;

- c) The Landlord referred to a written statement from Mr. Patel (Refer Exhibit 3, being the contents of Disclosure #2 from the Landlord filed with the Board). The statement reiterated the information which Mr. Patel had given to the Landlord. The Landlord acknowledged that Mr. Patel had indicated to the Landlord that his information about charges against the Tenant came from his review of the newspaper articles referenced above;
 - d) When the Landlord visited the unit the Tenant SC told him that the Tenant RD was in prison; and
 - e) The Landlord believed that the Tenant RD was detained until early May 2021. The basis for this belief was not clear but appears to have been an assumption based on the timing of the Landlord's receipt of rent payment.
2. I noted in my review of the newspaper articles that there was no mention of the address at which various articles were seized and that there was mention of raids being conducted at multiple locations.
 3. The Landlord provided no evidence as to the basis for the reported charges against the Tenant RS except the very limited information set out in the newspaper articles. The Landlord acknowledged that his information about the events of the evening of the raid comes entirely from newspaper reports and information from Mr. Patel, which information was itself partially sourced from the same newspaper reports.
 4. I find that the Landlords have failed to establish that it is more likely than not that the Tenant committed the offences for which he was reportedly charged and that these offences took place at the rental unit.
 5. The Landlord claimed compensation for various types of damage to the unit, some of which was caused by the police during the raid. The Landlord visited the unit after receiving news of the raid from Mr. Patel and saw that the door to the unit had been damaged. The cause of the damage, being the police breaking into the unit, was confirmed by the Tenant SC, who also told the Landlord that the police had shot a bullet through a wall.
 6. The Landlords presented no evidence to support his claim for costs to repair the damage except to testify that he had received a verbal estimate from a contractor for costs in the range of \$1,400.00 to \$1,600.00. The Landlord SP acknowledged that the Tenant RD had indicated that he would do all necessary repairs and that the Landlords had not recently visited the unit to confirm one way or the other whether the work had been done.

7. I find that the Landlords have failed to establish that the repairs for which he received a quote were still necessary.
8. I find that the Landlords' requests for an order terminating the tenancy and for an order awarding costs for repairs must be dismissed.

is ordered that:

1. The Landlords' application is dismissed.



November 4, 2021
Date Issued

Lynn Mitchell
Member, Landlord and Tenant Board

Head Office
777 Bay Street, 12th Floor
Toronto Ontario M5G2E5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.