



Order under Section 69
Residential Tenancies Act, 2006

File Number: HOL-11406-21

In the matter of: 1010, 80 QUEENS WHARF ROAD
TORONTO ON M5V0J3

Between: Margaret Chiang-Stacey Landlords
Michael Stacey

and

Jamal Daye A.k.a. Dylan Mahoney Tenants
Joshua Isaac A.k.a. Jay Isaac

Margaret Chiang-Stacey ('MC') and Michael Stacey ('MS', the 'Landlords') applied for an order to terminate the tenancy and evict Joshua Isaac A.k.a. Jay Isaac ('JI') and Jamal Daye A.k.a. Dylan Mahoney ('JD', the 'Tenants') 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. The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard in video conference room 104 on October 8, 2021.

Only the Landlords, the Landlords' representative, M. Yarmus, and the Landlords' witness, K. Gatt ('KG'), attended when the hearing was called at 1:24PM. The Tenants did not attend the proceedings for the duration of the hearing block.

Determinations:

1. The Landlords' witness KG is a Constable with Peel Regional Police. KG testified that the Tenants are known to both Peel Regional Police and the Niagara Regional Police Service. KG explained that Niagara Regional Police had previously arrested and charged the Tenants under the names Jamal Daye and Joshua Isaac. Although the Tenants used the names Dylan Mahoney and Jay Isaac when they signed the tenancy agreement with the Landlords, Peel Regional Police were able to identify the Tenants as Jamal Daye and Joshua Isaac from Niagara Regional Police records.
2. I conclude from the evidence that Dylan Mahoney is an alias of Jamal Daye. Jay Isaac is an alias of Joshua Isaac.
3. KG testified that Peel Regional Police executed a search warrant at the rental unit on June 24, 2021. Officers located the Tenant JD in a bedroom he appeared to occupy. KG described JD as having his belongings in the bedroom and using it as his own. Officers located a loaded handgun in a jacket pocket in JD's bedroom closet. KG testified that JD

is not authorized to possess a handgun. JD was charged with a number of firearms and other offences.

4. The Landlord MC testified that JD, under the alias Dylan Mahoney, signed the tenancy agreement with the Landlords.
5. I find from the evidence that the Tenant JD committed illegal acts involving firearms and other offences. The illegal possession and careless storage of a loaded handgun are serious offences that are inconsistent with lawful and responsible firearms ownership. The reasonable inference is that the handgun's intended use was for illegal or other nefarious activity.
6. Although not included in the Landlords' notice of termination, KG testified that Peel Regional Police located another loaded handgun in the second bedroom at the rental unit. KG testified that the serial number on the second handgun had been removed. Because no other tenant or occupant was present at the time of the search, officers did not make an arrest in relation to the second handgun until some time after, charging the Tenant JI with firearms and other offences.
7. MC testified that JI joined the tenancy agreement by signing an addendum to the agreement with the Landlords and the Tenant JD on September 16, 2020. JI signed the addendum as Jay Isaac.
8. I find on a balance of probabilities that JI is also a Tenant, and that JI committed illegal acts at the rental unit involving firearms and other offences.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants did not attend the hearing to give evidence of their circumstances or to contest the application for an eviction order.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated, as of November 2, 2021. The Tenants must move out of the rental unit on or before November 2, 2021.
2. If the unit is not vacated on or before November 2, 2021, then starting November 3, 2021, the Landlords 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 Landlords on or after November 3, 2021.
4. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlords the full amount owing on or before November 2, 2021, they will start to owe interest. This will be simple interest calculated from November 3, 2021 at 2.00% annually on the balance outstanding.
6. The Tenants shall also pay to the Landlords \$98.63 per day for compensation for the use of the unit from November 3, 2021 to the date they move out of the unit.



Harry Cho
Member, Landlord and Tenant Board

October 22, 2021

Date Issued

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on May 3, 2022 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.