



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

Citation: Peel Housing Corporation o/a Peel Living v Grant, 2023 ONLTB 20649

Date: 2023-02-15

File Number: LTB-L-068785-22

In the matter of: 710, 3570 COLONIAL DR
MISSISSAUGA ON L5L5R9

Between: Peel Housing Corporation o/a Peel Living Landlord

And

Shivon Grant Tenant

Peel Housing Corporation o/a Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Shivon Grant (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 6, 2023.

Only the Landlord's Representative Eric Cheng attended the hearing.

As of 2:30p.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 is terminated as of February 20, 2023 and the Tenant shall pay the Landlord \$676.14 for their reasonable costs to replace damaged property.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 13, 2022, the Landlord gave the Tenant an N6 notice of termination deemed served on October 18, 2022. The notice of termination alleges that on July 28, 2022 York Regional Police executed a search warrant on the rental unit and found a large quantity of illegal drugs. The Tenant was charged with three counts of trafficking a controlled substance, one count of trafficking methamphetamine and conspiracy to commit drug trafficking.
4. On October 13, 2022, the Landlord gave the Tenant an N5 notice of termination deemed served on October 18, 2022. The notice of termination alleged that (1) the Tenant's involvement in drug trafficking substantially interferes with other tenants' reasonable enjoyment of the rental property and the Landlord's lawful right, privilege, and interest, and (2) that the Tenant is causally responsible for the damage to the rental unit door caused by the police making a no-knock entry. The Landlord alleges that this damage resulted from the Tenant's negligent or willful actions.
5. Megan Thompson ('M.T') is a property management officer at the rental property. She testified that the rental property is a 120-unit residential building and that many families live in the building.
6. M.T testified that she was contacted by police who wanted to do surveillance at the rental property regarding an investigation and she provided them with access to the building. M.T testified that on July 28, 2022 there was a search warrant executed at the rental unit in relation to police operation Project Monarch and that the Tenant was arrested for trafficking illegal substances.
7. The Landlord introduced into evidence a media release about Project Monarch that states 22 arrests were made, and a large-scale gun and drug trafficking network has been dismantled. The media release says that Project Monarch concluded on July 28, 2022 in which search warrants were executed at 22 residences. It also states that the 10-month investigation resulted in 22 persons arrested and more than 400 charges laid.

Investigators seized 27 handguns, 17 prohibited magazines, 300+ rounds of ammunition, nine kilograms of cocaine, 1.5 kilograms of fentanyl, 20,146 Xanax pills, 28 grams of heroin and 41.5 pounds of cannabis. Total street value of the seized drugs is more than \$1.3 million.

8. The Landlord also introduced into evidence a charge list prepared by the police which lists the Tenant's name and 5 charges related to drug trafficking.
9. Jasroop Bains ('J.B') is a police officer with York Regional Police. He was part of the investigation team for Project Monarch. He testified that the Tenant and her rental unit were identified in the investigation and surveilled. He also stated that the Tenant was charged with 5 charges related to drug trafficking.
10. The Landlord also introduced into evidence a charge synopsis prepared by the officer in charge of the investigation. This synopsis is based on police notes and other investigation tools, and it states that a search of the Tenant's rental unit found a large quantity of cocaine. Officer J.B was not willing to provide the exact amount of cocaine that was found as the criminal charges are still proceeding in the courts, but stated it was a significant amount of drugs that would be inconsistent with personal use.
11. I accept the uncontested evidence of the Landlord and find on a balance of probabilities that the Tenant engaged in the illegal act of drug trafficking a controlled substance and that this activity occurred in the rental unit. I also find that this activity affects the character and nature of the residential complex because it exposes other tenants to potential dangers associated with drug trafficking.
12. I find that the Landlord's claim of substantial interference is voided because there were no other incidents of drug trafficking within the seven-day correction period.
13. The Landlord's claim of damage is not voided because the Tenant did not pay the costs associated to replace the door within the seven-day correction period.
14. The damage to the rental unit door was caused by the police's "no-knock entry". The Landlord introduced into evidence an invoice for \$676.14 to replace the rental unit door and photographs of the door which show significant damage. I accept this uncontested evidence.
15. A tenant can be found to have caused damage to a door that the police broke down if there is a sufficient causal connection between their wilful or negligent actions and the damage, as was found in Board order CEL-68156-17-RV.
16. In this case it was reasonably foreseeable to the Tenant that being involved in a largescale drug trafficking network and having a significant amount of cocaine stored in the rental unit might lead to the police conducting a no-knock entry. This was not a small amount of drugs. Additionally, there is a causal connection between being involved in a drug trafficking network and storing a large quantity of drugs in the rental unit and the

police conducting a no-knock entry. As such I find that the Tenant's both wilful and negligent actions were causally connected to the damage to the door.

17. The Tenancy is terminated both because of the illegal act committed by the Tenant and the wilful and negligent damage to the rental property.
18. The Tenant shall pay \$676.14 to the Landlord for their reasonable costs to replace the door.
19. Based on the Monthly rent, the daily compensation is \$10.26. This amount is calculated as follows: \$312.00 x 12, divided by 365 days.
20. The Tenant was required to pay the Landlord \$892.41 in daily compensation for use and occupation of the rental unit for the period from November 12, 2022 to February 6, 2023.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$312.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$6.43 is owing to the Tenant for the period from April 12, 2022 to February 6, 2023.
23. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
24. 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 February 20, 2023.
2. If the unit is not vacated on or before February 20, 2023, then starting February 21, 2023, 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 February 21, 2023. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$573.97, which represents compensation for the use of the unit from November 12, 2022 to February 6, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall pay to the Landlord \$676.14, which represents the reasonable costs of replacing the damaged property.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

7. The total amount that the Tenant owes the Landlord from paragraphs 4-6 is \$1,436,11.
8. The Tenant shall also pay the Landlord compensation of \$10.26 per day for the use of the unit starting February 7, 2023 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 26, 2023 the Tenant will start to owe interest. This will be simple interest calculated from February 27, 2023 at 5% annually on the balance outstanding.

February 15, 2023

Date Issued

Amanda Kovats

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 August 21, 2023 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.