



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

**File Number:** LTB-L-100331-24

**In the matter of:** 1, 134-136 VICTORIA ST S  
SARNIA ON N7T2T1

**Between:** Mutual Property Management

**And**

Julie Jeansonne

I hereby certify this is a  
true copy of an Order dated

**Feb. 10, 2025**

Landlord and Tenant Board

Landlord

Tenant

Mutual Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Julie Jeansonne (the 'Tenant') because the Tenant or another occupant of the rental unit has:

- a. 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;
- b. seriously impaired the safety of any person and the act or omission occurred in the residential complex; and
- c. wilfully caused undue damage to the premises.

This application was heard by videoconference on February 5, 2025. The Landlord's Agents, C. Halsall (CH), and E. Benedict (EB), the Landlord's Legal Representative, K. Jarvis, and the Tenant attended the hearing.

### **It is determined that:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated on March 5, 2025.
2. The Tenant is in possession of the rental unit.
3. On December 5, 2024, the Landlord gave the Tenant a Notice to End your Tenancy for Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit (N6) and a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex (N7) with termination dates of December 16, 2024.

### **Landlord's Evidence**

4. The Landlord alleged in the notices that at approximately 7:30 p.m. on December 2, 2024, the police broke into the rental unit, arrested, and charged multiple people found in the rental unit including the Tenant, with trafficking in illegal substances and possession of stolen property.

5. The Landlord's Agent, CH, provided a copy of the search warrant obtained by the police and testified that following the search on December 2, 2024, the proceeds of the search were published in a newspaper. The Landlord provided as evidence, a picture of the items seized from the unit which included 3.19 grams of methamphetamine, 14.04 grams of cocaine, \$12,189.00 in Canadian currency, \$51.00 in American currency, and bear spray.
6. The Landlord also provided an entry from the provincial database showing the Tenant's Information sworn date as December 3, 2024 and next court appearance date of February 12, 2025.
7. Following the search on December 2, 2024, the police instructed the Landlord to secure the unit but since it was late at night, they were restricted to screwing the door shut.
8. The Landlord's maintenance worker, EB, testified that he attended the rental unit to repair the door on December 3, 2024 but found it occupied by the Tenant, and three men. The Tenant admitted to breaking into the unit and one of the men who was about to light up a 'dope pipe,' stopped when he saw EB. EB, aware that the police raided the unit the night before due to possession of illegal drugs, instantly felt unsafe and exited the unit.

#### Tenant's Evidence

9. The Tenant testified that nine people were in the unit on December 2, 2024 when the police arrived and although all initially were handcuffed, six of them including the Tenant were let go. The Tenant was arrested on December 3, 2024 for possession of methamphetamine which she claims helps her breathe, and for possession of the proceeds of a crime.
10. The Tenant admits to permitting homeless people into the rental unit to give them a place from the cold but due to social anxiety, she is usually in the bedroom and does not know what they do in the unit. The Tenant, who has used the illegal drug, methamphetamine with others on occasion, continues to use it.
11. The Tenant claimed that about \$1,700.00 of the money found during the search belonged to her, \$1,000.00 of which is 'couch surfing money' from the government to the homeless people which they pay to her. The Tenant has no idea who the remainder of the money belongs to, apart from the \$51.00 which is also hers.
12. The Tenant has resided in the unit for approximately nine years, has fibromyalgia and chronic obstructive pulmonary disease, and receives income from the Ontario Disability Support Program.

#### Analysis

13. Section 61 (1) of the *Residential Tenancies Act, 2006* ('the Act') provides that a Landlord may give a Tenant a notice of termination of the tenancy if the Tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.
14. In addition, section 66 (1) of the Act provides that a Landlord may give a Tenant a notice of termination of the tenancy if an act or omission of the Tenant, seriously impairs or has seriously impaired the safety of any person; and the act or omission occurs in the residential complex.

15. The evidence demonstrates that the Tenant and people she knowingly permitted in the rental unit were in possession of illegal drugs for the purposes of trafficking, for which the Tenant and three others were arrested. By her own admission, the Tenant continues to use the drug methamphetamine.
16. The Tenant cannot feign ignorance about the activities of the persons she permitted in the unit, whom she collected 'couch surfing money' from and who just happened to have 3.19 grams of methamphetamine, the drug of her choice, 14.04 grams of cocaine and over \$10,000.00 in cash in the unit. I find that the Tenant and others she permitted in the rental unit committed an illegal act and seriously impaired the safety of others in the residential complex.
17. In *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264, the Divisional Court reiterated that serious impairment of safety includes both actual impairment and a real risk of impairment. The Tenant and her companions, charged with possession of illegal drugs for the purposes of trafficking, are a serious impairment to the safety of everyone in the residential complex due to exposure to illegal drugs, and the propensity for further criminal activities by the people drawn to said drugs.

#### Relief from Eviction

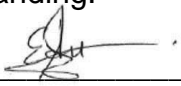
18. This is a long-term tenancy and the Tenant has disabilities which makes her eligible for the Ontario Disability Support Program.
19. Subsection 2(1) of the Human Rights Code (Code) provides that everyone has the right to equal treatment with respect to housing, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy, gender identity), sexual orientation, age, marital status, family status, disability, or the receipt of public assistance.
20. Under the Code, the Landlord is expected to accommodate a person with a disability, such as the Tenant, to a point of undue hardship. While the evidence suggests that the Tenant has a problem with illegal drugs, she has not sought any help dealing with it. The Tenant did not provide any evidence that would lead the LTB to find the possibility of a future change in her conduct.
21. The Landlord, who has a right to protect the character of the residential complex, also has a duty to protect the health and safety of everyone therein.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. There is no last month's rent deposit.
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 not be unfair to postpone the eviction until March 5, 2025 pursuant to subsection 83(1)(b) 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 March 5, 2025.

2. If the unit is not vacated on or before March 5, 2025, then starting March 6, 2025, 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 March 6, 2025.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 5, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 6, 2025 at 5.00% annually on the balance outstanding.

**February 10, 2025**  
**Date Issued**

  
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Jitewa Edu  
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 September 6, 2025 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.