



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-081001-25

In the matter of: 312, 195 COMMERCE ST
CONCORD ON L4K 0P9

Between: Sumeetpal Randhawa
c/o North Simcoe Property Mgmt Landlord

and

Sheldon Wilson Tenant

Sumeetpal Randhawa c/o North Simcoe Property Mgm (the 'Landlord') applied for an order to terminate the tenancy and evict Sheldon Wilson (the 'Tenant') because:

- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on December 18, 2025.

Only the Landlord's legal representative Lawrence Pomfret attended the hearing.

As of 9:25 am, 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. The Tenant was in possession of the rental unit on the date the application was filed.
2. On September 9, 2025, the Landlord gave the Tenant an N7 notice of termination by email at the address identified by the Tenant in the tenancy agreement and filed written proof that the Tenant acknowledge receipt of the N7 notice of termination on that date. The Landlord has proven on a balance of probabilities that the contents of the notice actually came to the attention of the Tenant earlier than 10 days before the date of termination provided in notice as required by sections 63 and 66 of the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Landlords' uncontested evidence, with documentary corroboration filed, proves on a balance of probabilities that:
 - (a) On August 8, 2025, the Tenant assaulted another resident of the residential complex resulting in criminal proceedings against the Tenant.
 - (b) The incident of August 8, 2025, caused the residential complex to be soiled with blood which had to be removed at the Landlord's expense.
 - (c) During the term of the tenancy, the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential unit cause undue damage to the refrigerator in the rental unit.
5. The Landlord's uncontested evidence proves on a balance of probabilities that the condominium corporation assessed the Landlord \$1,924.99 under the *Condominium Act, 1998* for the charges and costs associated with cleaning the blood from the residential complex and that the Landlord paid this amount. The Landlord will be awarded this amount under section 88.1 of the Act because I find them to be reasonable out-of-pocket expenses that the Landlord incurred as a result of the Tenant's conduct that substantially interfered with the Landlord's lawful rights, privileges or interests.
6. The Landlord's uncontested evidence proves on a balance of probabilities that the Landlord incurred costs of \$1,450.00 to replace a damaged refrigerator. I accept the Landlord's uncontested evidence that the fridge was undamaged when the Tenant took possession of the rental unit and infer the damage was caused by the Tenant, an occupant or someone the Tenant permitted into the rental unit. I accept the Landlord's photographic evidence showing the damage to be beyond normal wear and tear. The Landlord will be awarded this amount because I find it a fair and reasonable cost the Landlord incurred to replace damaged property that cannot be repaired.
7. I am prepared to admit and rely on the Landlord's hearsay evidence for the truth of its contents because I am satisfied this evidence is necessary and reliable. I accept the Landlord explanation that direct evidence of assault of August 8, 2025 is in the possession and control of the condominium corporation who has declined to produce it. I find the hearsay evidence to be reliable because it declares the contents of video surveillance in the possession of the declarant.

8. I find the Landlord has proven the grounds for termination under clause subsection 66(1) of the Act because I find on a balance of probabilities the actions of the Tenant in assaulting another resident of the residential complex in the residential complex are not trivial but are weighty, grave and momentous act that have seriously impaired the safety of a person.
9. The Tenant did not come to the hearing to describe their circumstances and the Landlord was not aware of any. 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.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

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 January 14, 2026.
2. If the unit is not vacated on or before January 14, 2026, then starting January 15, 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 January 15, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,450.00, which represents the reasonable costs of replacing the damaged property.
5. The Tenant shall pay to the Landlord \$1,924.99, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
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 \$3,560.99.

8. If the Tenant does not pay the Landlord the full amount owing on or before January 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 15, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Nersi Makki
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 July 15, 2026 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.