



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

File Number: LTB-L-059406-25

In the matter of: Suite 220, 640 HILLVIEW RD
CAMBRIDGE ON N3H5H3

Between: Marian Residence Retirement Home Landlord

And

Doyle J. Michael Tenant

Marian Residence Retirement Home (the 'Landlord') applied for an order to terminate the tenancy and evict Doyle J. Michael (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on August 11, 2025.

The Landlord's Agent Sister Michael Daniel Dumais and the Landlord's Legal Representative Danielle Kinnear-Pietrangelo attended the hearing.

As of 2:34 p.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. The Tenant was in possession of the rental unit on the date the application was filed.
2. N7 Notice of Termination

On June 24, 2025, the Landlord gave the Tenant an N7 notice of termination, which was deemed served on June 24, 2025. The notice of termination contains the following allegations:

- The Tenant has been asked multiple times about his poor hygiene, refusal of medical care, his repeated urinating and defecating in his clothes and whatever remaining clothes he has for the days. He has also come to the common areas while in these clothes, among other residents.
- The Tenant has displayed aggressive behaviour, including confining in his room. The Tenant also has placed his hands on staff.
- The Tenant has refused to eat.

3. Undue Damage

The Tenant in the residential complex by the Tenant has wilfully caused undue damage to the rental unit or residential complex by

- Flooring and subfloor damage
- Odour Penetration embedded in the walls, furniture, and HVAC system.
- Bacteria and Mould growth.

4. The Landlord's witness, Sister Dumais, testified that she is employed by the Landlord as an admissions coordinator. This residential complex is a small retirement home.
5. Sister Dumais testified regarding several incidents involving the Tenant, which she alleged demonstrated behaviour inconsistent with the expectations of residents in a retirement home setting. Her testimony suggested that the Tenant engaged in conduct that she perceived as disruptive to staff and other residents. However, the Landlord did not present any additional witnesses, documentary evidence, or contemporaneous records to corroborate these allegations. The testimony provided by Ms. Dumais was largely unreliable and lacked specificity, as it did not identify the dates, times, or circumstances under which the alleged incidents occurred.
6. Moreover, the narrative nature of Ms. Dumais's testimony raises significant concerns regarding its reliability and probative value. The Board is required to assess evidence based on its credibility, relevance, and weight. Testimony that is unreliable and lacking in specificity does not meet the threshold for reliable evidence. The Board expects allegations to be supported by detailed accounts, including dates, times, and circumstances, as well as corroborating evidence such as contemporaneous notes, incident reports, or testimony from additional witnesses.
7. Without corroboration, the testimony cannot be considered sufficient to establish the alleged conduct on a balance of probabilities, which is the standard of proof in these proceedings. Furthermore, the failure to provide precise details undermines the ability of the opposing party to respond effectively, thereby compromising procedural fairness. For these reasons, the probative value of Ms. Dumais's testimony is minimal, and it cannot be relied upon to support the Landlord's application.

8. When I review the testimony provided by the Landlord, there was no mention of the time or date specific to the allegations. Ms. Dumas was not led by the Landlord's Legal Representative Ms. Kinnear-Pietrangelo to provide a date or time specific to the allegations, either by documentary evidence or viva voce evidence. In other words, the only evidence provided was the Landlord's narrative about the allegations while missing the time/date the incidents occurred.
9. Time and Dates to the allegations are paramount to this type of application. Although, the Landlord may have filled out the N7 Notice of Termination correctly, there was no testimony or evidence given to support the N7, either through documentary evidence or viva voce evidence. Since there are insufficient particulars provided, the claims cannot be adjudicated, and the Board cannot make any determinations.
10. As a result, of lack of any documentary or viva voce evidence provided by the Landlord, the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 7, 2026
Date Issued

Anthony Bruno
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.