



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-050893-25

In the matter of: 1205, 235 REBECCA ST
HAMILTON ON L8R3H4

Between: MEDALLION CORPORATION

Landlord

And

VICTORIA JALLAH

Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict VICTORIA JALLAH (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on October 16, 2025.

Only the Landlord's Legal Representative Lindsay Faria attended the hearing.

As of 9:26 a.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 not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Upon review of the application, the Landlord claimed that the Tenant was served with letters requesting proof of tenants insurance as required under the lease agreement. The Landlord alleges that there letter were delivered letters to the Tenant on the following dates:

- April 11 (no year) at approximately 2:30 p.m.
 - April 23 (no year) at approximately 11:00 a.m.
 - May 1 (no year) at approximately 10:00 a.m.
4. The only evidence the Landlord submitted was a copy of the lease. There was no evidence of these three letters to establish their contents or what the Landlord required. Additionally, the Landlord did not call any witnesses to establish how these letters were delivered or identify the person who delivered them to the Tenant. Lastly, the author of the letters was also not present to give viva voce evidence about their contents. No information was provided regarding the whereabouts of the witnesses or any particular difficulty in locating them.
 5. I find Ms. Faria's evidence to lack reliability. She did not witness the events alleged in the N5 application and presented no firsthand evidence. No witnesses were available to support the Landlord's application. The Board may dismiss an application due to the absence of evidence and witnesses, emphasizing the necessity for applicants to substantiate their claim.
 6. For these reasons, I find the Landlord's evidence to be unreliable. No explanation was provided for the absence of these witnesses, nor was there any indication of efforts made to secure their attendance. Without corroborating evidence or firsthand testimony, the reliability of the lack of submitted documents is significantly diminished. Consequently, I assign no weight to this evidence in determining the outcome of the application, as there was no evidence presented of the letters or their contents. Simply put, she relied solely on the lease agreement with no supporting evidence.
 7. As no evidence was presented to support the claims in the N5 application, I am dismissing the Landlord's N5 application.

It is ordered that:

1. The Landlord's application is dismissed.

January 6, 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.