



Order under Section 69 Residential Tenancies Act, 2006

Citation: Boardwalk General Partnership v Coleman, 2026 ONLTB 9941

Date: 2026-02-02

File Number: LTB-L-063511-25

In the matter of: 204, 902 Courtland Ave E
Kitchener ON N2C1K5

Between: Boardwalk General Partnership Landlord

And

Sheila Coleman Tenant
Michael Coleman

Boardwalk General Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Sheila Coleman and Michael Coleman (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 27, 2026.

The Landlord's representative Nancy Peng and the Tenant attended the hearing. Michael Sutherland attended as witness for the Landlord.

Determinations:

1. The basis of this application is an N7 Notice of Termination served on the Tenant on July 14, 2025, which alleges that on July 7, 2025 the Tenant assaulted another tenant in the residential complex with a baseball bat, seriously impairing the safety of that tenant and other tenants in the building.
2. 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.

3. Subsection 66(1) of the Act allows a landlord to give a tenant a notice of early termination if:
 - (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
 - (b) the act or omission occurs in the residential complex
4. In *2276761 Ontario Inc. v. Overall*, 2018 ONSC 3264, the Divisional Court made it clear that serious impairment of safety includes both actual impairment and a real risk of impairment.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. Michael Sutherland ('MS') is a tenant in the residential complex. His rental unit is adjacent to the Tenant's unit. MS testified that on July 7, 2025, he exchanging heated words with the Tenant outside at the recycle bins, which he claims the Tenant started. Shortly afterwards, in the hallway on the way back to his apartment, the Tenant emerged from his own rental unit holding a baseball bat, jabbed MS in the abdomen and then after threatening to beat his head in, swung the bat. MS testified he blocked the bat with his arm. He then took the bat from the Tenant, went to his apartment and called the Landlord and police.
7. The Tenant says he did not strike MS with the bat. Rather, he says MS has been harassing him about his marijuana use, and recently pounded on his door, breaking it. Because of that he is fearful of MS. He states that after their verbal altercation outside, and while he was in his own apartment, MS came down the hallway to the Tenant's door yelling loudly 'What are you going to do about it'. The Tenant was afraid, so he grabbed the bat from behind the door and unlocked and opened his door but held the bat mostly behind the door. He said words were exchanged in the doorway of his rental unit, and MS took the bat from him, swung it but did not hit him, and then departed with the bat. He denies striking MS with the bat in any way.
8. This case turns entirely on a conflicting testimony. The two witnesses' testimonies are mostly consistent but where they diverge, the contradictions cannot be reconciled. They both cannot be right.
9. I accept that both parties ended up in close proximity to their respective doorways with the Tenant holding his baseball bat. There is clearly ongoing conflict between the Tenant and MS. I accept that because MS previously pounded on and damaged his door, causing the Tenant to fear he might do so again. However, I am not satisfied the Landlord has met their onus to prove on a balance of probabilities that the Tenant hit MS with a bat and seriously impaired his safety.
10. There are inconsistencies in MS's testimony leading me to question the reliability of his recollection:
 1. First, the N7 notice of termination alleges MS accused the Tenant of being drunk, but in the hearing MS stated that the Tenant told police he was intoxicated.

2. Second, MS told the Landlord that police charged the Tenant with five offences, including drug related offences, but in fact, the Tenant was only charged with three and none were drug related. I find this telling, because MS accused the Tenant of being a drug addict and had great difficulty with the marijuana smoke emanating from the Tenant's apartment so much so he damaged the Tenant's door. MS had a reason to be very upset with and wish the Tenant evicted.
 3. Third, MS also claimed 10 officers responded to his call, however contradictory evidence by the Tenant is that there were only 3. Viewed in context, I find this to be an exaggeration meant to inflate the seriousness of the event.
 4. Fourth, MS, after being struck with the bat, called police and then went to work. Police had to go to his employment to take his statement. This seems improbable if he had been struck twice by a bat and seriously injured.
 5. Finally, and most importantly, when asked which arm the Tenant hit, MS said it was his right arm with absolute certainty. Only when confronted with the photos of his left arm, did he acknowledged his mistake and said it must have been his left. Forgetting what arm was struck and injured by a baseball bat seems improbable.
11. The photos themselves are of little assistance. The photo of his abdomen was dark and of poor clarity, nothing could be made out. I therefore give that photo no weight. The photos of his left arm are clearer but show only a slight redness inconsistent with being struck with a baseball bat in the way described by MS. Such a hit would have caused bruising to begin, and lingering soreness, but MS described no continued soreness or bruising afterward, nor did he testify to seeking medical attention. Moreover, I note the photos were taken not by MS but by his wife who did not attend to testify, and therefore could not be cross-examined. I can give the photos little weight for that reason.
12. In cross-examination, MS conceded that he has a criminal record from 22 years ago. I find that although MS has that record, it does not affect his credibility as there are no charges relating to honesty such as theft. However, given the violent offences, it is likely that MS was an equal aggressor in this matter, and makes it likely he behaved in the matter the Tenant claims he did.
13. The Tenant was charged with assault with a weapon, utter threats and possession of a weapon. The Landlord submits that because of those charges I should conclude the Tenant seriously impaired the safety of a person. I disagree. The fact that police found reasonable grounds to lay charges is no different than the Landlord's right to serve an N7 notice of termination. By itself, the charges do not rise to the standard of proof on a balance of probabilities.
14. Given the poor quality and unreliability of the photos, I cannot say they establish that MS was seriously harmed. I take into account that MS easily and quickly took the bat from the Tenant, effectively diffusing real risk of harm. Given the reliability issues in MS's testimony I cannot conclude on a balance of probabilities that the Landlord proved the Tenant struck MS with a baseball bat.

15. I find therefore that the application must be dismissed because the Landlord has not proven on a balance of probabilities that the Tenant seriously impaired the safety of MS by striking him with a baseball bat as alleged in the notice of termination.

It is ordered that:

1. The Landlord's application is dismissed.

February 2, 2026
Date Issued

Julie Broderick
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.