



Order under Section 69 Residential Tenancies Act, 2006

H & L Lafleche Holdings Inc. v Belaire, 2026 ONLTB 12764

Date: 2026-02-10

File Number: LTB-L-085813-25

In the matter of: Apt 1, 123 JOHN ST N
ARNPRIOR ON K7S 2N5

Between: H & L Lafleche Holdings Inc. Landlord

and

Pamela Belaire Tenant

H & L Lafleche Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Pamela Belaire (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.

This application was heard by videoconference on February 4, 2026.

Only the Landlord's legal representative attended the hearing.

As of 9:41 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 Landlord applies for termination based on a notice of termination given under section 66 of the *Residential Tenancies Act, 2006* (the 'Act') alleging the Tenant, or a guest or occupant, seriously impaired the safety of another person because:
 - (a) On February 12, 2025, "Sarah the tenant of the restaurant attached to the rental unit, notifies Lisa (H&L Lafleche Holdings Inc.) that one of Pam's guests was screaming and yelling at Sarah at the rear of the building.";
 - (b) On May 1, 2025, "Hugo (H&L Lafleche Holdings Inc.) and Sarah called the police on Pam. Baseball [bat] fight in the parking lot with the neighbours"; and
 - (c) On July 31, 2025, "Sarah Wright calls Lisa to talk about the smell of gasoline coming from Pam's apt. Her kitchen staff could smell it in the restaurant."

2. Reading the pleadings generously with assistance from the Landlord's legal representative, I understood the allegations to be that a guest of the Tenant was heard screaming somewhere in the residential complex, the Tenant fought someone with a baseball bat in the parking lot of the residential complex, and the smell of gasoline emanated from the rental unit. The Landlord's legal representative had no personal knowledge of these matters but conveyed second- and third-hand observations of others.
3. The Landlord's legal representative explained that persons who observed the events are not available to testify because they are travelling. Police reports are subject to privacy legislation and have not yet been disclosed. The surveillance footage shows a person—I was told it's the Tenant—running across a parking lot holding a baseball bat. I saw no fighting.
4. I will not admit the Landlord's legal representative's uncorroborated hearsay statements for the truth of their contents because I find that evidence is neither necessary nor reliable. In case of error, I admit it but give it virtually no weight for reasons stated. I find the application must be dismissed because there was insufficient cogent evidence presented to meet the burden of proof. The standard is, proof on a balance of probabilities, not conjecture or innuendo.
5. The Landlord's legal representative mentioned several other alleged breaches which, even if proven, cannot sustain termination because they are not pleaded on the notice of termination.

It is ordered that:

1. The application is dismissed.

February 10, 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.