



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

File Number: LTB-L-093248-25

In the matter of: Apt1/Main floor, 781 Charlotte Street
Sudbury ON P3E4C1

Between: Natalie Rocca Landlord

And

Roch Labelle Tenant

Natalie Rocca (the 'Landlord') applied for an order to terminate the tenancy and evict Roch Labelle (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Natalie Rocca (the 'Landlord') applied for an order requiring Roch Labelle (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.

This application was heard by videoconference on February 11, 2026.

Only the Landlord attended the hearing.

As of 10:39 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.

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. N5 Notice of Termination Substantial interference

On October 26, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on October 26, 2025, with a termination date of November 15, 2025.

4. The Landlord testified that other Tenants complained to her of loud arguments, yelling, banging, and disturbances occurring late at night. She was advised that Police attended the property on October 23, 2025, following a disturbance involving the Tenant and his guest/maybe girlfriend.

5. Ms. Rocca stated that she was advised by one of her other tenants that the Tenant was arrested on October 23, 2025. Following the arrest, she claimed that the police allowed third parties to enter the Tenant's rental unit through a window using a ladder. According to another tenant, these individuals allegedly used drugs inside the rental unit, during which the windowsill and interior components were damaged, and the front door was broken. The Landlord stated that she contacted her contractor and was advised that the cost to repair the damage would be \$400.00.

6. During the hearing, I raised several inquiries regarding the Landlord's evidence. Ms. Rocca acknowledged the following:

- She did not personally witness the alleged disturbances or damage, as she lives out of town.
- Her evidence was based on reports from the upstairs and basement tenants
- The written statement submitted from another tenant was unsigned, undated, and the author did not attend the hearing. Also, no name was provided in this statement.
- No photographs, invoices, estimates, or contractors' reports were submitted.
- Repairs to window/front door had not been completed.
- She has not entered the rental unit to assess the damage

7. The Landlord chose to rely entirely on hearsay evidence. No witnesses, including the police officer referenced, attended the hearing to testify. The Landlord relied exclusively on an article. While subsection 15(1) of the Statutory Powers Procedure Act, 1990 permits the admission of unsworn hearsay evidence, it also allows the adjudicator to assign it appropriate probative weight.

8. The Divisional Court's decision in *Manikam v. Toronto Community Housing Corporation*, [2019 ONSC 2083 \(CanLII\)](#) discusses the dangers of hearsay evidence at paragraphs 29-36. Generally, hearsay should be admitted if it is necessary and reliable. In this case I find it to be neither.

9. The Landlord made no submission indicating that hearsay evidence was used out of necessity. No information was provided regarding the whereabouts of the witnesses or any particular difficulty in locating them.

10. I find that Ms. Rocca's evidence lacks reliability. She did not witness the events alleged in the N5 application and presented no firsthand evidence. She was not present during the times and dates outlined in the N5 claims. No witnesses were available to support the Landlord's application. The written statement was unsigned, undated, and the author was not identified. The Board may dismiss an application due to the absence of evidence and witnesses, emphasizing the necessity for applicants to substantiate their claims.
11. Therefore, I find that I cannot make findings of substantial interference based solely on second-hand descriptions without corroborating evidence.
12. For these reasons, I find the Landlord's hearsay evidence to be both unnecessary and unreliable. As a result, I assign it no weight.
13. Regarding the claim for damages of \$400.00. The Landlord did not personally observe the damage, provide photographs properly served or filed, provide a written estimate or invoice, nor was she able to establish that the damaged occurred or that the Tenant caused it willfully or negligently. This number of \$400.00 was based on an oral estimate given to the Landlord without supporting documentary evidence, invoice, or witness.
14. Without that objective evidence, I cannot accept speculation or second-hand estimates to support the claims for damages.
15. For all the reasons above, I find there was no evidence 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.

February 19, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.