



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Seguin v Okpalugo, 2026 ONLTB 19777

Date: 2026-03-06

File Number: LTB-L-003270-26

In the matter of: Unit 2, BSMT, 4 DALY ST
KINGSTON ON K7K4Y9

Between: Allison Seguin
Justin Moore
Landlords

And

Munachimso Okpalugo
Tenant

Allison Seguin and Justin Moore (the 'Landlords') applied for an order to terminate the tenancy and evict Munachimso Okpalugo (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlords have 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 3, 2026 at 2:15 p.m.

The Landlords Allison Seguin, Justin Moore, the Landlord's representative Christine Croft, licensed paralegal, and the Tenant Munachimso Okpalugo attended the hearing. Ms. Kamsiyouchuawu Okpalugo also attended the hearing as a witness for the Tenant.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order, unless otherwise stated.

Preliminary Issue:

1. At the onset of the hearing, the Landlord's representative sought to withdraw the portion of the Landlord's L2 application related to undue damage, as well as the portion of the Landlord's application seeking a remedy for out-of-pocket costs.
2. As the request was undisputed by the Tenant, the Board consented to the request.

Determinations:

3. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed. Below are my reasons.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The residential complex consists of two units. The subject unit is the basement unit occupied by the Tenant and Isaac Harze ("IH"), an occupant. The Landlord resides in the main floor unit which is located directly above the subject rental unit. It is undisputed the alleged incidents occurred in the residential complex.

N6 and N7 Notices of Termination

6. A series of incidents between December 8, 2025 and January 5, 2026 gave rise to the Landlord giving the Tenant a N6 notice of termination and an N7 notice of termination on January 9, 2026.
7. The N7 Notice alleged that IH seriously impaired the safety of another person, the Tenant – as well as the Landlord - in the residential complex and the N6 Notice alleged that IH committed an illegal act in the residential complex when allegedly committing assault, theft and trespassing in the residential complex contrary to sections 265, 322 and 430 of the *Criminal Code of Canada*. The notices listed an identical set of incidents.

Landlord's evidence

Incidents from December 5, 2025 to December 15, 2025

8. The Landlord submitted into evidence text messages and email correspondence indicating that loud verbal disputes occurred between the Tenant and IH between December 8 and December 14, 2025. The Landlord, Allison Seguin ("AS") testified that these communications and reports suggested ongoing disturbances were occurring in the rental unit during that period.

Incident on December 15, 2025 – Alleged Assault + Theft + Trespass

9. AS testified on December 15, 2025 between 2:30 p.m. and 4:00 p.m. she heard loud arguments coming from the basement unit, at which time the Landlord began recording the incident through the ventilation systems in her own unit.
10. The Landlord submitted an incident report and audio/video recordings dated December 15, 2025 capturing shouting and distress in the unit. AS further testified that the audio/video captured IH allegedly assaulting and threatening the Tenant as she heard the Tenant say a number of things that suggests physical violence including, “you think hitting me makes you more of a man.”
11. After hearing the disturbance through the vent, AS testified that she assessed the situation as an emergency and knocked on the door to the rental unit. After IH answered the door, AS testified she observed blood in the rental unit near the bedroom. Entered into evidence were photographs taken by the Landlord on January 5, 2026, showing blood on walls and doors near the bathroom, as well as damage to door frames. AS testified that these photographs supported her assertion of an assault, causing injury to the Tenant, occurring on December 15, 2025.
12. AS further testified following the incident, she had a discussion with the Tenant in the Landlord’s unit where the Tenant told AS that IH threatened and assaulted her, and during this discussion and subsequent communications, requested the Landlord change the lock code. Entered into evidence was correspondence dated December 15, 2025 to December 17, 2025 between the Landlord and the Tenant confirming the lock code was changed.
13. The Landlord further submitted correspondence indicating that a phone charger was missing and suggested that IH stole the phone charger. AS testified that the missing charger constituted theft of the Tenant’s property.
14. The Landlord, Justin Moore (“JM”), testified that following the incident at or around 2:50 p.m. he observed IH in the garage. JM further testified that after finding IH in the garage with the family dog, JM asked IH to leave. While JM described the incident as scary, JM further submitted that IH apologized to JM multiple times, and that JM made arrangements to drive IH to a hotel to spend the night.

Incidents Between December 17, 2025 to January 5, 2026

15. The Landlord further submitted notes in her incident log documenting continued loud arguments and disturbances in the unit on December 17, December 19, December 22, December 25, December 26, 2025 and January 5, 2026. AS testified that she regularly heard verbal arguments during this period and submitted these incidents were the most significant of the regular arguments and disturbances that occurred almost nightly from the rental unit.
16. AS testified that on January 5, 2026, she called the police based on loud music and an argument and alleged that threats were made. AS further testified, she overheard IH loudly arguing through the ventilation system and heard him say, “white girl let her find out.” AS explained that she interpreted this remark as a threat directed towards her, as she is the

only white female residing in the residential complex. The Landlord further submitted a police report regarding complaints of noise and disturbances during this period.

17. AS further testified that she is a survivor of domestic violence and that IH's behaviour has become increasingly threatening to her over time, causing her to fear for her personal safety. Also submitted into evidence as supporting documentation was a letter from Nancy Lemay, dated January 6, 2026 from Cora Franchise Group, indicating that the ongoing incidents at her residence have negatively affected AS's performance at work. Also entered into evidence, was a letter dated January 19, 2026 from psychologist Joanne Nyland, which states that AS reports feeling unsafe. AS further testified she particularly feels unsafe when the Tenant leaves the rental unit and IH remains alone.

Tenant's Evidence

Incidents from December 5, 2025 to December 15, 2025

18. The Tenant testified that the loud discussions were verbal arguments only, and no physical altercation or threats occurred. The Tenant explained that the shouting was part of an ongoing emotional argument following a recent personal loss, and that no physical harm occurred. The Tenant denied that IH or she were physically harmed during this period.

Incident on December 15, 2025 – Alleged Assault + Theft + Trespass

19. The Tenant denied any assault or any physical conduct occurred.
20. The Tenant further testified that the blood observed by the Landlord was from the family dog and not related to any assault. Entered into evidence was a photograph of the family dog bed, taken by the Tenant on December 20, 2025, and a photograph of the family dog's foot, dated January 2, 2026 each showing blood stains. The Tenant also denied that the observed damage was the result of any illegal act or unsafe conduct.
21. The Tenant also denied that any theft occurred and that the charger was temporarily misplaced.
22. With respect to the alleged trespass, the Tenant testified there could not have been a trespassing incident as the Tenant had access to the garage as part of the tenancy, and that no threatening, physical or unsafe conduct occurred.

Incidents Between December 17, 2025 to January 5, 2026

23. With respect to the incidents between December 17, 2025 and January 5, 2026, the Tenant confirmed that arguments occurred but denied that any threats or physical harm took place. With respect to the January 5, 2026 incident, the Tenant testified that the noise was minor, that arguments were verbal only, and that police took no action. The Tenant denied any threats or unsafe conduct.
24. The Tenant's witness Ms. Kamsiyochuawu Okpalugo ("KO"), testified that she was present on December 26, 2025 and there were the loud discussions were verbal arguments only, and no physical altercation or threats occurred. KO further testified she has known IH

since 2020, and that while arguments sometimes occurred, she had never observed IH physically harm the Tenant.

Analysis

25. Section 61(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides a notice of termination may be given by the Landlord when an illegal act is committed or permitted by the Tenant or another occupant of the residential unit. Here to succeed under section 61 of *the Act*, the Landlord must establish, on a balance of probabilities, that:
 - i. An illegal act occurred;
 - ii. The Tenant or IH committed the illegal act; and
 - iii. The act occurred in the residential complex.
26. Pursuant to section 66 of *the Act*, a landlord may give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex. To succeed under section 66 of *the Act*, the Landlord must establish that the Tenant's conduct seriously impaired the safety of another person.
27. The Landlord bears the burden of proving the grounds for termination on a balance of probabilities.
28. Here, the Landlord's case relies substantially on hearsay evidence. The Board may admit hearsay evidence; however, the weight to be given to such evidence depends on its reliability, necessity, and corroboration, particularly where the allegations are serious and carry significant consequences. Also, while a criminal conviction is not required for the Board to find that an illegal act occurred, the existence of outstanding allegations does not, on its own, establish that the alleged conduct occurred. In this case, neither Landlord Allison Seguin nor Justin Moore personally witnessed the alleged assault or theft. While hearsay evidence is admissible, the Board must exercise caution where the allegations are extremely serious and the evidence is uncorroborated.
29. With respect to LL's evidence, conclusions regarding the alleged assault and theft are not based on direct observation, but rather on information provided by others, inferences drawn from audio/video recordings, and interpretation of communications. As such, I assign little weight to these conclusions.
30. With respect to Justin Moore's evidence, he did not personally witness any assault or theft. His testimony regarding IH's conduct in the garage was based on observation after the fact and intervention to remove IH safely. JM presented no direct evidence of assault or theft. Here, I also find there was no evidence of trespass, as the Landlord testified the Tenant has access to the garage as part of the tenancy.
31. With respect to the audio/video and photo evidence, the Landlord submitted images and recordings documenting the unit and conduct within the unit. The audio/video captures activity in the unit, and the photographs capture evidence of blood, but neither establish that an assault, theft, or serious impairment of safety occurred. None of the audio/video

recordings depict IH committing assault, theft, or any threatening acts. None of the photographic evidence directly demonstrates the blood is a result from a physical altercation between the parties, nor is it timely being taken approximately 20 days following the alleged incident. Therefore, I find the witnesses' testimony is uncorroborated by the audio/video and photographic evidence that was presented at the hearing.

32. The remaining specific evidence at issue is the Landlord's account and interpretation of events. In the present case, the Landlord did not call any witnesses who may have observed the incidents directly, in particular IH. Further, there was no evidence before the Board that the Landlord was unable to locate other witnesses, or any reason given as to why other potential witnesses were not called to testify, in particular IH. Had these individuals been summoned or called as witnesses, their testimony would have been subject to cross-examination and may have added credibility to the Landlord's submissions.
33. The Landlord's testimony and evidence were the primary evidence relied upon to show that the Tenant or IH committed illegal acts or caused serious impairment of safety. However, I find the audio/video, photographic, and testimonial evidence, including the written logs, does not establish assault, theft, or serious impairment of safety. The audio/video evidence in particular only shows the top of an air vent and captures parties arguing, and this audio at times is not fully clear. I place very little weight on this evidence as it does not itself corroborate an illegal act occurred, nor does it capture that the Tenant or anyone else is in serious threat of safety.
34. The Tenant was the only person present at the hearing who was also present at the time of the incidents, and she testified that no assault, theft, or threats occurred. Although the Tenant's testimony had minor inconsistencies in particular with some of the correspondence put forward by the Landlord, a finding that the Tenant is not fully reliable does not, by itself, establish that illegal acts or serious impairment occurred. I prefer the Tenant's firsthand account of the incidents—factoring in the minor credibility issues—over the lightly-weighted Landlord evidence. Even though the Landlord's log of events and the correspondence established that incidents occurred, I do not prefer the characterization of the Landlord's written account of the events over the Tenant's testimony at the hearing; I specifically prefer the Tenant's characterization of the severity of the incidents in question.
35. Then there is the issue of the Landlord's safety concerns for herself, whereas the Landlord testified she felt scared as a result of the alleged conduct and further submitted evidence how the alleged conduct was impacting her work and mental health. While I am sympathetic to the Landlord's health and personal circumstances, in the absence of reliable evidence establishing that the conduct occurred as alleged, the Landlord's subjective fear cannot support a finding that the Tenant, or the occupant, seriously impaired the safety of another person within the meaning of section 66 of *the Act*. Even if I accept that loud arguments occurred on some of the dates alleged, the evidence before me does not establish that the Tenant, or the occupant, seriously impaired the safety of another person within the meaning of section 66 of *the Act*.
36. I have assessed the reliability and probative value of the evidence presented, including the hearsay evidence, in light of the seriousness of the allegations. I have also considered the Landlord's submission that s. 15(1) of the SPPA permits the introduction of hearsay evidence. In my analysis, where evidence was based on second-hand information or

inference rather than direct observation, I have explained the weight assigned to that specific evidence.

37. Therefore, I have considered the totality of the evidence, including the testimony of the parties, the documentary evidence submitted and the submissions of both parties, and for the reasons set out above, I am not satisfied, on a balance of probabilities, that IH assaulted the Tenant, stole property, trespassed, or otherwise engaged in conduct that seriously impaired safety within the residential complex. The Board cannot infer, without sufficient evidence, that the conduct alleged caused serious impairment of safety. The Landlord has not met its burden under section 66 of *the Act*. Similarly, on the totality of the evidence, I am not satisfied, on a balance of probabilities, that the Tenant or IH committed an illegal act within the meaning of section 61 of *the Act*.

38. The Landlord has the burden of proving the allegations in the N6 and N7 Notices. I find that as the Landlord could not make out a prima facie case, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 6, 2026
Date Issued

Greg Witt
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.