



Order under Section 69 Residential Tenancies Act, 2006

Citation: MillDon Enterprises Ltd. v Sinopole, 2026 ONLTB 20149

Date: 2026-03-11

File Number: LTB-L-109155-25

In the matter of: 511, 160 GEORGE ST
SARNIA ON N7T7V4

Between: MillDon Enterprises Ltd. Landlord

And

Joree Sinopole Tenant

MillDon Enterprises Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Joree Sinopole (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 3, 2026.

Only the Landlord's Legal Representative Kundai Govereh attended the hearing.

As of 9:24 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. N6 Notice of Termination

On December 11, 2025, the Landlord gave the Tenant an N6 notice of termination, which was deemed served on December 11, 2025, with a termination date of January 4, 2026. The notice of termination contains the following allegations:

- On or about December 2, 2025, at approximately 12:16 p.m., Sarnia Police Services attended the residential complex about reports of an assault with weapon committed in the rental unit. The Landlord alleges that the Tenant have reported to have assaulted their occupant with a baseball bat which had a chain affixed. The Tenant was arrested and charged with assault with a weapon and disobey court order.

4. Illegal Act

The Landlord's first witness, Dorothy Williams, testified that she resides in unit 510 and has lived in the residential complex for the past four years. She stated that the Tenant resides in unit 511, though she has no personal relationship with him. Ms. Williams testified that she witnessed the Tenant chasing the victim down the hallway while holding what appeared to be a baseball bat with a chain attached to it. She further testified that the victim told her, "He hit me with the bat," and that she later observed injuries on the victim. Ms. Williams also stated that she heard the Tenant had been arrested but admitted she did not personally witness the assault.

5. The Landlord witness Melinda Stenkank testified that she is employed by the Landlord and her duties include assisting with legal matters such as rent arrears and applications like the one before the Board. She confirmed that she has never met the Tenant. When questioned about the allegations set out in the N6 notice, Ms. Stenkank acknowledged that she did not witness the assault and relied solely on information from a media article.
6. The Landlord last witness was Jen Britaney testified that she is employed by the Landlord and is responsible for handling maintenance requests at the complex. She confirmed that approximately 200 tenants reside in the building, consisting of a mix of older individuals and younger families. Ms. Britaney stated she does not have firsthand knowledge of the allegations in the N6 notice but learned about the incident through media sources, including the newspaper and Facebook. She testified that she read reports stating the Tenant assaulted someone with a baseball bat and chain. Lastly, she stated that she does not feel safe and becomes scared when she encounters the Tenant in the hallway or elsewhere in the complex.

Analysis

7. The Landlord's witness Ms. Williams testified that she observed the Tenant chasing another individual who was holding a baseball bat. She testified that she later observed that the victim to be injured.

8. Ms. Williams was very candid that she did not see the altercation between the Tenant and the injured individual, she did not witness the alleged assault or did not observe the Tenant strike the individual.
9. The Landlord provided no additional firsthand eyewitness evidence to the alleged assault. No certified court documents were tendered by the Landlord to establish that the Tenant had been convicted of any offence arising from the incident on December 2, 2025.
10. The Landlord provided no video evidence or any contemporaneous medical documentation directly linking the victim to the Tenant and the allegations.
11. Ms. Govereh attempted to submit into evidence a media article reporting on the incident on December 2, 2025. The author of the media article was not called as a witness. No representative of the media outlet attended to testify as to the source of the information contained in the article or the basis for the statement that was reported. The sources relied upon by the author were not identified under oath, nor was the factual basis of the reporting subject to cross-examination. The article therefore constitutes second-hand reporting of events and cannot be afforded significant weight in establishing that the Tenant committed an assault.
12. Lastly, the Landlord did not call the injured individual as a witness, and no Police Officer attended the hearing or testified.
13. 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.
14. 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.
15. 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 difficulty in locating them.
16. The only viva voce evidence before the Board established that the Tenant was seen chasing an individual who was holding a bat and that the individual was later observed to be injured. Ms. Williams did not observe the alleged assault and gave no direct evidence of the physical contact was initiated by the Tenant.
17. While the Board may draw reasonable inferences from circumstantial evidence, those inferences must be grounded in evidence and not speculation. The fact that the Tenant was chasing an individual who was later injured is insufficient, without more, to establish that the Tenant caused the injury.

18. In the absence of firsthand evidence of the alleged act, testimony from the injured party, corroborating physical evidence, or certified findings of guilt, the evidence remains insufficient to establish the alleged illegal act on a balance of probabilities.
19. Eviction is a serious remedy. Where the allegation involves criminal conduct such as assault, the evidence must be sufficiently clear and persuasive to meet the civil standard. The Landlord has not met that burden.
20. On the totality of the evidence presented, I am not satisfied, on a balance of probabilities, that the Tenant committed the allegations in the N6 application, and I am dismissing the Landlord's N6 application.

It is ordered that:

1. The Landlord's application is dismissed.

March 11, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

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