



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Olaniyan v Bukola, 2026 ONLTB 22186

Date: 2026-03-19

File Number: LTB-L-103298-25

In the matter of: Basement - Left side, 50 RANGEMORE RD
Brampton ON L7A4V8

Between: Olumuyiwa Victor Olaniyan Landlord

And

Animasahun Iqmat Bukola Tenant

Olumuyiwa Victor Olaniyan (the 'Landlord') applied for an order to terminate the tenancy and evict Animasahun Iqmat Bukola (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.

The Landlord also applied for an order requiring 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 26, 2026.

The Landlord, the Landlord's witness (wife), Sharifat Ojo, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy or 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. The rental unit is one of two basements units located in a detached two-storey home. Another tenant lives upstairs.
4. On November 6, 2025, the Landlord gave the Tenant an N7 notice of termination alleging that the was seriously impairing the safety of other tenants by smoking cannabis in the unit.

5. The Landlord testified that a new tenant moved into the upper unit in June 2025. The upper tenant informed the landlord that the fire department had attended the property on June 28, 2025 after a fire alarm sounded. The fire department checked the home but could not determine the cause of the alarm.
6. On August 12, 2025, the upper tenant informed the Landlord that the fire alarm had sounded again but stopped by itself. The Landlord subsequently arranged for a technician to check the smoke detectors and the electrical system. The technician found nothing wrong and opined that someone cooking may have triggered the fire alarm.
7. On September 6, 2025, the upper tenant informed the Landlord that the fire alarm had sounded again. They told the Landlord that while they had seen the Tenant smoking outside, there was an odour coming through the vent from the Tenant's unit. The Landlord stated that the other basement tenant also told him that there was a smell of cannabis from the Tenant's unit which was upsetting because they had small children. Thereafter, the Landlord spoke with the Tenant but she denied she smoke cannabis in the unit or the home.
8. The Landlord stated after the N7 notice was served, he continued to receive complaints from other tenants in the home, although he could not recall the dates of those complaints. He stated that use of cannabis in the house triggers coughs.
9. The Tenant's position is that she is being targeted and that there were no complaints about any smells coming from her unit in the seven months prior to the upstairs tenant moving in. She stated that she does not smoke in her unit or the building and that she has never triggered the fire alarm. She stated that the basement tenant's husband smokes cannabis.

Analysis

10. The Landlord has not proven that the Tenant has seriously impaired the safety of other tenants. First, while the smell of cannabis may be unpleasant or bothersome to other tenants, the Landlord did not produce any documentary evidence, such as medical reports, to corroborate his testimony that it was triggering coughs or to explain how the smell of cannabis seriously impaired the safety of anyone in the home.
11. Second, the Landlords did not call any witnesses, such as other tenants, who had actual knowledge of the smell of cannabis emanating from the Tenant's unit. Instead, the Landlord relied on hearsay evidence. While the *Statutory Powers Procedure Act, 1990* permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable. I find that the hearsay evidence was neither reliable nor necessary as there was no explanation provided as to why any of the complaining tenants could not have attended the hearing to present direct evidence.
12. Third, other than hearsay evidence that the Tenant was observed smoking outside, there is no documentary evidence, such as photographs or inspection reports, to corroborate the Landlord's testimony that the Tenant was smoking cannabis in her unit.

Wilful or negligent damage

13. The Landlord stated that the Tenant locked herself out of her unit in November 2025. When he attended at the unit and unlocked her door, he noticed that the bathroom door and doorframe was damaged. He stated that his contractor advised him that it would cost \$500.00 to fix the damage.
14. The Tenant stated that she has not caused any damage to her bathroom door. She stated that the door does not have a lock and has jammed in the past. Despite asking the Landlord to fix it on June 28, 2025, he has not done so.
15. Based on the evidence before me, the Landlord has not proven that the Tenant wilfully or negligently caused undue damage to the rental unit or residential complex. The Landlord did not produce any documentary evidence, such as photographs or a repair estimate, nor his contractor to corroborate his testimony that the Tenant's bathroom door was damaged.

It is ordered that:

1. The Landlord's application is dismissed.

March 19, 2026

Date Issued

Karen Gonçalves

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.