



Order under Section 69 / 90 Residential Tenancies Act, 2006

Citation: Hong v Bharwal, 2026 ONLTB 22160

Date: 2026-03-16

File Number: LTB-L-102781-25

In the matter of: 2603, 203 COLLEGE ST
Toronto ON M5T0C8

Between: Nicholas Hong Landlord

And

Mayank Bharwal Tenant

Nicholas Hong (the 'Landlord') applied for an order to terminate the tenancy and evict Mayank Bharwal (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 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 used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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 money the Tenant would have been required to pay if the Tenant had not misrepresented their income or that of other members of their household.

This application was heard by videoconference on March 10, 2026.

The Landlord, the Tenant, and the Tenant's representative Naseer Ahmed 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.

Narrowing of the Issues

2. The Landlord served an N5 notice of termination ('N5 notice') and N7 notice of termination ('N7 notice') and seeks compensation because the Tenant lives in a rent-geared-to-income unit and has misrepresented his income.
3. The N5 notice is void in accordance with section 46 of the *Residential Tenancies Act, 2006* ('the Act'). That section establishes that a notice of termination becomes void 30 days after the termination specified in the notice unless the tenant vacates or the landlord files an application to terminate the tenancy before 30 days passes. The date of termination in the N5 notice is October 8, 2025. The application was filed December 9, 2025. As such the application was not filed in time to proceed on the N5 notice.
4. The Landlord's claim for compensation because the Tenant lives in a rent-geared-to-income unit and has misrepresented their income is dismissed. There is no dispute between the parties that this is not a rent-geared-to-income unit. The Landlord was trying to use section 90 of the Act to get compensation from the Tenant because the Tenant let his mother stay with him without consent of the Landlord. That is not the situation intended to be captured by section 90 of the Act.
5. At the hearing the Landlord tried to raise an issue about a hole in a closet and a plumbing issue. That claim is not listed on the N7 notice or the application and therefore could not be the subject of a claim for eviction or compensation at the hearing.
6. The N7 notice includes two allegations of assault and the claim that the Tenant brings guests into the unit 3-4 times per week, they gather in the living room, have sleep overs, this is done without the Landlord's permission, and causes disturbances to the other tenant. The grounds of eviction on the N7 notice checked off by the Landlord are that the Tenant has seriously impaired the safety of another person and is using the rental unit in a way that is inconsistent with its use as residential premises, and this has or can be expected to cause damage. Even if the Landlord's claim is taken at its highest that the Tenant is frequently having guests over that does not seriously impair anyone's safety, is not inconsistent with residential use of the rental unit, nor has it caused damage or is expected to cause damage. As such the claim about the Tenant's guests and the Tenant having sleepovers is dismissed.
7. For those reasons the only two issues from the Landlord's application that could potentially result in termination of the tenancy is the allegation about two assaults.

What Constitutes the Rental Unit?

8. I accept the Landlord's evidence that the Tenant rents a bedroom in a condo and shares the common spaces with another tenant. While the lease agreement does not clearly

identify that the Tenant is just renting a room, email communications between the parties about renting the unit discuss that the agreement is for a room. The Tenant also did not immediately complain when the Landlord moved in another tenant and then later a different tenant into the condo. If the Tenant truly believed he rented the entire condo it is very bizarre that he would not immediately complain about the presence of an extra person. That the Landlord might be violating the condominium's rules about the number of people he can rent to, is not particularly probative of what constitutes the rental unit and what the parties agreed to. I find that the true substance of the transaction between the parties is that the Tenant rents a room and shares the common spaces in the condo unit.

Assault Allegation

9. The Landlord alleges that on September 22, 2025, the Tenant's mother physically attacked the other tenant Remy who lived in the condo. The Landlord alleges that after that incident Remy moved out and a new tenant named Jin Seok moved in. The Landlord alleges that on November 7, 2025 the Tenant pushed Jin Seok. For the following reasons I find that the Landlord led insufficient evidence to prove that either assault occurred.
10. Neither the Tenant's mother nor the tenant Remy who was allegedly assaulted on September 22, 2025, attended the hearing to provide testimony. The Landlord relied on a video statement from Remy, a police report, a report from the condo, and a written statement from Remy. The Tenant relied on his recollection of what his mother told him about the event. No one that was involved in the altercation or witnessed the altercation attended the hearing. The Tenant was not home when it happened.
11. In his recorded statements Remy alleges that the Tenant's mother hit him in the face and threatened him. The Tenant denies that his mother did that.
12. The Landlord also did not bring Jin Seok as a witness to the hearing to testify about the alleged assault on him on November 7, 2025. The Landlord provided audio clips that occurred around the time of the assault. In the audio clips the Tenant and Jin Seok argue about fridge space and both make accusations against each other. In the audio clips the Tenant makes some concerning remarks including "...you are not going to hurt me at all, I will hurt you if I want to...", and in response to Jin Seok saying, "you almost punched me", the Tenant says "and I will do it again".
13. The Tenant testified that at no point during the November 7, 2025 argument did he become physical. The Tenant testified that Jin Seok pushed him into the fridge door. The Landlord did not cross examine the Tenant on that portion of his testimony.
14. The Landlord has the burden of proving the allegations on a balance of probabilities. While the *Statutory Powers Procedure Act*, 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. In *Manikam*, the Court found that the Board's acceptance of hearsay evidence constituted a breach of procedural fairness because of the inability of the Tenant to cross-examine the person who uttered the statement at issue and the hearsay evidence was not both necessary and reliable.

15. I'm not satisfied that the Landlord's hearsay evidence is either necessary or reliable. The Landlord testified that he did not bring Remsy to the hearing because he is a student. That is not an adequate explanation to find that the hearsay evidence is necessary. The Landlord did not bring either Remsy or Jin Soek to the hearing so that the Tenant could challenge their evidence through cross examination. The hearsay evidence from both parties regarding the September 22, 2025 incident directly contradicts one another and I am not satisfied that there is sufficient evidence to accept that the Landlord's version is accurate. There is no corroborating evidence to the September 22, 2025 incident. The police report from the September 22, 2025 incident reflects that Remsy had no visible injuries and medical attention was declined. While I find some of the Tenant's statements in the audio recordings concerning, the recordings do not establish on a balance of probabilities that the Tenant committed an assault on November 7, 2025. The Tenant agrees that he almost punched Jin Soek, not that he did. The Tenant is the only witness to the November 7, 2025, incident who attended the hearing. The Tenant denied pushing Jin Soek and the Landlord did not challenge that claim through cross examination. In these circumstances I'm not satisfied that the Landlord provided sufficient evidence to establish that either assault occurred.

It is ordered that:

1. The Landlord's application is dismissed.

March 16, 2026
Date Issued

Amanda Kovats
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.