



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Dockery v Sarpong, 2026 ONLTB 23815

Date: 2026-03-25

File Number: LTB-L-012766-26

In the matter of: 104 Amaranth Cres
Brampton ON L7A0L5

Between: Quintin Dockery Landlord

and

Joesph Sarpong Tenant

Quintin Dockery (the 'Landlord') applied for an order to terminate the tenancy and evict Joesph Sarpong (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 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 March 9, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. For the reasons that follow, the Landlord's application is dismissed.

N7 Notice

2. The Landlord served the Tenant with an N7 Notice to Terminate the tenancy alleging that the Tenant seriously impaired the safety of others in the residential complex by charging at another tenant and threatening them with bodily harm.
3. The Landlord testified that he received reports from other tenants that the Tenant got into an argument with another tenant, Kaz. He testified that they were engaged in a verbal altercation when the Tenant became aggressive and threatened Kaz with bodily harm. He testified that other tenants had to hold the Tenant back as he was lunging at Kaz.

4. The Landlord testified that he spoke to everyone at the house that day and everyone there concluded that the Tenant was the aggressor in the altercation. He testified that he also received reports that the Tenant was later walking around the house with a knife.
5. The Tenant does not deny that there was an incident with Kaz but he denies that he threatened or lunged at him, or behaved aggressively towards Kaz at all. He testified that he and Kaz are from the same are of Africa and therefore speak the same African dialect. He testified that Kaz was saying derogatory things to him in African and told him to “shut up” or he could throw him over the railing. He testified that he felt threatened, so he called the police and remained in his bedroom until the police arrived.
6. The Tenant also denies walking around the house with a knife. He testified that he came downstairs at one point while waiting for police and grabbed an orange from the fridge and a knife to peel it and returned to his bedroom with both items. He testified that the police eventually showed up, but no charges were laid.
7. The Landlord’s evidence is based entirely on hearsay evidence. None of the tenants who witnessed the incident, nor the victim appeared at the hearing to provide direct evidence. While other tenants may not be willing or enthusiastic participants in the hearing, the Landlord could have and ought to have summoned these witnesses for as serious an issue as the termination of the tenancy and an eviction of the Tenant.
8. Although the Landlord attempted to introduce a witness statement from the alleged victim, I did not allow this evidence as it was not served on the Tenant, nor was it filed with the Board at least 7 days prior to the hearing. However, I note that this witness statement is not a sworn statement, and it too is hearsay evidence and while the Landlord asked Kaz to attend the hearing as a witness, that Kaz stated that he was not feeling well is an unreasonable explanation for not being able to attend the hearing to provide direct evidence. Therefore, I am not satisfied that it would have been necessary for the Landlord to rely on this hearsay evidence in any event.
9. While hearsay evidence is admissible in proceedings before the Board, it must be weighed carefully to ensure procedural fairness. The allegation of aggression and threats of bodily harm is based on information provided by absent witnesses. Given this, the Tenant effectively has no meaningful way to challenge the reliability or credibility of this evidence. I believe giving any weight to the Landlord’s evidence would be extremely prejudicial to the Tenant as he is unable to test it.
10. As such, I am not satisfied the Landlord has presented sufficient evidence to meet their burden of proof to establish the Tenant seriously impaired the safety of any person as alleged in the N7 Notice of Termination. Accordingly, the Landlord’s application for termination of the tenancy must be dismissed on this basis.

Damages

11. In the application, the Landlord claimed compensation for damages to a mattress and bed. The Landlord led no evidence with respect to these claims.

12. As such, I am not satisfied the Landlord has presented sufficient evidence to prove that the Tenant wilfully or negligently caused damage to a mattress and a bed. Therefore, this portion of the Landlord's application is also dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 25, 2026
Date Issued

Candace Aboussafy
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.