



Order under Section 69 Residential Tenancies Act, 2006

Citation: MBK PROPERTY RENTALS INC. v Aulthouse, 2026 ONLTB 24258

Date: 2026-03-23

File Number: LTB-L-097642-25

In the matter of: 108, 223 QUEEN MARY RD
KINGSTON ON K7M2B1

Between: MBK PROPERTY RENTALS INC.

Landlord

And

Dustin Matthew Aulthouse
Holly Blondin

Tenant

MBK PROPERTY RENTALS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Dustin Matthew Aulthouse and Holly Blondin (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenants 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 Tenants permitted in the residential complex has wilfully caused undue damage to the premises.

This application was heard by videoconference on March 4, 2026. The Landlord's legal representative Shasta Pearson attended the hearing. The Tenant Holly Blondin attended the hearing. The Tenants' legal representative John Done attended the hearing.

Preliminary Issue:

1. At the outset of the hearing, the Tenants objected to the admission of the Landlord's 15-page document brief. The Tenants state that pages 1 and 2 of the document brief are prejudicial to the Tenant because it contains a charge sheet which includes details of the charges but a police officer will not be testifying at the hearing. The Tenants further state that a Facebook post contained within the document brief would not assist me as the adjudicator in determining whether the Tenants caused damage to a unit at the residential complex, and it cannot be determined who and when the photographs included in the document brief were taken. The Tenants rely on *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, at paras 29, 31, 42, 47. Para 31 of *Manikam* notes even if the evidence can satisfy the requirements of necessity and reliability, a trier of fact may still exclude it if its probative value is outweighed by its prejudicial effect. The Tenants position

is that it is procedurally unfair to consider evidence which cannot be cross-examined, and the Tenants have a right to cross-examine the evidence relied on by the Landlord.

2. The Landlord's position is there is no prejudice to the Tenants by admitting the Landlord's document brief because the charge sheet which notes charges against one of the Tenants and their guests is public record. The Landlord states the news posting and media releases address the credibility of the documents the Landlord wants to rely on. The Landlord states it intends to rely on a witness and the document brief to establish the merits of the application and the allegations contained in the Schedule A for the N7 notice and the weight to be assigned to the documents is to be determined by me as the adjudicator.
3. I made a ruling at the hearing that the Landlord's 15-page document brief is admitted for the hearing. I stated that *Manikam* is distinguishable as the findings in that case were based upon double hearsay evidence. I find it would be prejudicial to the Landlord to disallow the document brief, or disallow some of the documents contained in this brief. I find this prejudice outweighs the prejudice to the Tenants because the onus is on the Landlord to establish on a balance of probabilities, the allegations set within the N7 notice and the supporting Schedule A. Further, it is unknown what the Landlord's witness will speak to as it relates to the Landlord's document brief, or how the Landlord intends to rely on the documents. The Tenants would have the opportunity to cross-examine the Landlord's witness. I would determine how much weight will be afforded to the documents and will consider the totality of the evidence.

Determinations:

4. 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.
5. The Tenants were in possession of the rental unit on the date the application was filed.
6. N7 Notice of Termination

On November 18, 2025, the Landlord gave the Tenants an N7 notice of termination ('N7 notice') with a termination date of November 29, 2025. The N7 notice contains the following allegations:

- On November 2, 2025 at approximately 4:55pm the Tenant Holly Blondin let multiple men into the building at the residential complex;
- Six individuals associated with an outlaw motorcycle club and the Tenant Dustin Matthew Aulhouse began to kick in and destroy the apartment door of #404. The tenant in this unit was assaulted;
- A large pool of blood was on the common area corridor carpet and smeared across the wall of the common area. Police arrested and charged the Tenant, Dustin Matthew Aulhouse on November 2, 2025 along with his guests, TS, WB, JE, KT, SK, and MY. They were charged with breaking and entering into a dwelling-house and committing an indictable offence of Assault contrary to section 348, subsection (1), clause (b) of the Criminal Code of Canada;

- The Tenants guests were also charged with possessing weapons, specifically knives, hammers, pocketknives, and “get back whips” (bandanas with metal lock attached) contrary to section 88, subsection (2) of the Criminal Code of Canada;
- The Tenants and their guests willfully destroyed the Landlord’s property and they engaged in serious and illegal behaviour that seriously impaired the safety of residents of the building.

Serious Impairment of Safety

7. The Landlord has not met its burden of proof to establish that the Tenants or persons permitted in the residential complex by the Tenants have seriously impaired the safety of another tenant EL in unit 404 on November 2, 2025. The Landlord relies on a charge sheet, media release, photographs, and the testimony of the building superintendant testimony who did not witness the assault. For the reasons provided below, I find the Landlord has not met its onus in establishing the allegations forming the basis of the N7 notice.
8. The Landlord relies on a charge sheet which notes that the Tenant Dustin Matthew Aulthouse, TS, WB, JE, KT, SK, and MY were charged with one count of breaking and entering a dwelling-house, being unit# 404 at the residential complex on November 2, 2025. The charge sheet notes they committed an indictable offence of Assault contrary to Section 348, subsection (1), clause (b) of the *Criminal Code of Canada*. The charge sheet further notes that Dustin Matthew Aulthouse, TS, WB, JE, KT, SK, and MY committed assault on EL on November 2, 2025, contrary to s. 266 of the *Criminal Code of Canada*.
9. The Landlord also relies on a Kingston Police media release dated November 4, 2025 (‘media release’) which references that on November 2, 2025 at approximately 5:00 pm, members of Kingston Police Patrol Division responded to an apartment complex on Queen Mary Road in response to an individual having been assaulted by a group of people. The media release notes that the victim sustained non-life threatening injuries and the responding police officers arrested four individuals believed to be affiliated with the Outlaw Motorcycle Club. The media release further notes that on November 3, 2025, three additional individuals were arrested in Kingston in relation to this incident and a total of seven individuals were arrested and charged with break and enter, assault, and possession of weapons dangerous to the public peace.
10. Harold McAfee (‘Mr. McAfee’) testified as a witness for the Landlord. He states that him and his wife both work for the Landlord as superintendents and have lived at the residential complex for 10 years.
11. Mr. McAfee states on November 2, 2025, he received a phone call from his wife advising that she received a phone call from the tenant EL in unit 404 (‘EL’) but she was not at the residential complex so Mr. McAfee would need to respond to EL. Mr. McAfee states the police were called and he observed emergency vehicles in the parking lot through the window of his unit and. He states he saw police officers and paramedics in the hallway of the fourth floor of the building and EL was laying on the floor and their head was bleeding
12. The Landlord relies on photographs produced for the hearing which were taken by Mr. McAfee’s wife. One photograph shows parts of the wooden entrance door to unit 404

broken and smashed. Mr. McAfee states the unit door was broken beyond repair. Other photographs show what appears to be blood smeared on the wall and carpet of the fourth floor. Mr. McAfee states it is likely EL's blood and the blood was not there prior to this incident.

13. Mr. McAfee states that EL moved out of the building one month after the November 2, 2025 incident. Mr. McAfee states the police officers obtained video surveillance from the front entrance to the building and the laundry room area. Mr. McAfee states he reviewed the video surveillance with the police officers on November 2, 2025 and he has not reviewed it since this date. The video surveillance was not produced for the hearing because Mr. McAfee states the recording of the video surveillance is only available for 24 hours and then it is no longer available.
14. The Tenants opposed to Mr. McAfee testifying to what he saw on the video surveillance because the video surveillance was not produced for the hearing and therefore it is hearsay evidence. The Landlord states Mr. McAfee should be allowed to testify to what he saw on the video surveillance when he reviewed it with the police officers. I allowed Mr. McAfee to testify to what he saw in video surveillance and that I would determine how much to afford to this evidence.
15. Mr. McAfee states that the video surveillance of November 2, 2025 shows the Tenant Holly Blondin inside the main lobby at the residential complex with an elderly man that she let into the building and that the front door was previously closed. Mr. McAfee further states the front entrance door was not compromised on this date and there would have been no reason why Holly Blondin would have needed to open the door for the elderly man to enter the building. Mr. McAfee states that he had also observed on the security cameras on this date, Holly Blondin letting the elderly man into the building.
16. Mr. McAfee states that he later saw the elderly man arrested by the police on the evening of November 2, 2025 but he did not know what the elderly man was charged with. Mr. McAfee states that he never met this elderly man and never saw him again following this date.
17. Mr. McAfee states that he did not see anyone damage the entry door to unit 404 but he heard the door being damaged. He further states that he did not witness anyone hitting the tenant EL.
18. Neither Tenant testified at the hearing.

Analysis

19. On a balance of probabilities, I find the Landlord has not met its burden of proof in establishing that on November 2, 2025, the Tenants or seriously impaired the safety of the tenant EL in unit 404 based on the reasons I provide below.
20. I am not persuaded that the charge sheet relied upon by the Landlord establishes that the Tenant Dustin Matthew Aulhouse or the other six individuals named in the charge sheet assaulted the tenant EL. I say this because there was no police officer that testified at the hearing to speak to what they discovered during their investigation following the November 2, 2025 incident, and to provide the details surrounding why the charges were laid.

21. The Landlord's witness Mr. McAfee testified that he did not see who hit the tenant EL. EL also did not testify at the hearing. There was no oral testimony from anyone that observed the tenant EL being physically assaulted at the residential complex on November, 2, 2025. I find the direct testimony from a police officer and/or EL would provide the best evidence to assist with determining who assaulted EL. I do not find the charge sheet to be substantially material as there was no ability to test or challenge this evidence at the hearing. Further, I afford no weight to the media release dated November 4, 2025 because it does not note the specific address of the residential complex, nor the names of the accused who were arrested. I find the information in the media release was too vague and there was no ability at the hearing to challenge the information contained within it.
22. I am not persuaded that Mr. McAfee viewing the surveillance video on November 2, 2025 and also observing on the security camera that Holly Blondin let an elderly man into the building at the residential complex assists with establishes that the Tenants assaulted EL. The Landlord has not established the identity of the elderly man, the connection the elderly man may have to the assault of EL, and no information was provided at the hearing regarding what this individual was charged with by the police.
23. Based on the reasons provided above, I do not find the Landlord has met its onus in establishing that the Tenants committed a serious impairment to the safety of the tenant EL at the residential complex on November 2, 2025. Therefore, this allegation is dismissed.

Undue Damage

24. The Landlord has not proven that the Tenants or persons permitted in the residential complex by the Tenants have caused wilful damage to the residential complex as a result of damage that was done to the entrance door to unit 404 and blood stains found on the wall and carpet in the hallway.
25. The Landlord relies on photographs taken by Mr. McAfee's wife which show the entrance door to unit 404 that shows it being broken and smashed, and stains which appear to be blood on the wall and carpet in the hallway. While I accept these photographs support there is damage, the Landlord has not established who caused the damage. I find that the Landlord has causally linked the damage to the Tenants which has not persuaded me that the damage was caused by the Tenants. There was no testimony to support that anyone witnessed either Tenant causing this damage. Mr. McAfee confirmed he did not witness who caused the damage, only that he heard the door being damaged. Mr. McAfee did not reference the video surveillance or security cameras capturing the damage being done, only that Mr. McAfee observed the damaged after it had occurred.
26. I do not find the charge sheet establishes that the Tenants or someone the Tenants permitted in the residential complex caused this damage. Testimony from a police officer or EL would have been helpful to ascertain further information regarding who caused the damage but neither provided oral testimony.

27. Based on the reason above, I do not find the Tenants of someone the Tenants permitted in the residential complex willfully caused damage to the residential complex on November 2, 2025. Therefore, this allegation is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 23, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.