



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-004025-26

In the matter of: 16, 415 LAKESHORE DR
NORTH BAY ON P1A2C9

Between: Bayland Property Management Landlord

And

Jack Farrow Tenant

Bayland Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Jack Farrow (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.

This application was heard by videoconference on April 13, 2026.

The Landlord's agent Miles MacMillan, the Landlord's witness Francis Archie Muller, the Tenant, the Tenant's witness Steven Farrow and the Tenant's representative Ben Brown 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. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 7, 2026, the Landlord gave the Tenant an N6 notice of termination, containing a termination date of January 27, 2026. The notice of termination alleges the Tenant committed an illegal act in the rental unit or residential complex. In particular, it is alleged the Tenant committed the offence of *Assault with a weapon* upon the building superintendent on December 4, 2025, as well as *Wilful damage of personal property*.
4. The residential complex consists of a row of rental units which are side-by-side.
5. The Landlord's superintendent Francis Archie Muller (FM) testified that on December 4, 2025, the Tenant mistakenly believed the Landlord caused his power to temporarily turn off. When the Tenant went to FM's rental unit at the other side of the building to address the issue, FM testified the Tenant was irate and that the Tenant's son attempted to calm him

down. According to FM, the Tenant started throwing a wooden desk in the building laundry room (which was a few feet away from FM's unit) and the wooden desk broke into pieces. The Tenant then picked up a small piece of wood and threw it at FM, causing an abrasion on his chin. The Landlord produced a copy of the police charges outlining that the Tenant was charged with Assault with a weapon, contrary to section 267 of the *Criminal Code*.

6. The Tenant Jack Farrow (JF) denies damaging property or assaulting FM. The Tenant testified that on the day in question, the power and heat to his unit were turned off and he became upset as he believed it was an intentional act by the Landlord. JF subsequently knocked on FM's door and testified FM had a knife in his hand when he answered and that FM pushed him away with his free hand. The Tenant further testified that FM followed him into the building laundry room, at which point, the Tenant slipped and subsequently left the scene. JF denies causing any harm to FM or to the desk.
7. The Tenant's son Steven Farrow (SF) testified he was present for the incident and witnessed his father and FM talking, followed by FM pushing his father. ST testified his father started walking backwards towards the laundry room and slipped. ST testified he didn't see the Tenant throwing any object, nor FM getting hit by any object. ST also testified he did not see FM carrying a knife.
8. The onus to prove the allegations rest with the Landlord.
9. Here, the parties have testified as to two entirely different version of events.
10. Overall, both parties' oral testimony appeared to lack detail, resulting in neither parties' evidence being more believable than the other. Significantly, the Landlord also did not produce any medical documentation, CCTV recordings or pictures of the purported face wound, broken desk, or weapon allegedly used in the assault.
11. While it is clear there is a considerable level of animosity between the parties, the onus to prove the allegations on a balance of probabilities rest with the Landlord. Given the lack of evidence produced, in the circumstances I find the Landlord's evidence fell short of establishing an illegal act on a balance of probabilities. The Landlord's application must therefore be dismissed.
12. For completeness, I note that the Landlord's Form N6 also alleged that the Tenant threatened another tenant, KD, on November 20, 2025. The Landlord did not produce KD as a witness, nor did the Landlord offer any meaningful details of the alleged incident, other than the fact that the Tenant and KD had a dispute regarding access to a parking spot. Given the lack of evidence produced, this allegation is also dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 22, 2026
Date Issued

Peter Nicholson
Member, Landlord and Tenant Board

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