



**Order under Section 21.2 of
the Statutory Powers Procedure Act and
the Residential Tenancies Act, 2006**

File Number: LTB-L-004596-25-RV

In the matter of: 2611, 200 WELLESLEY ST E
TORONTO ON M4X1G3

Between: Toronto Community Housing Corporation Landlord

And

Milton Thompson Tenant

Review Order

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Milton Thompson (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.
- 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.

This application was resolved by order LTB-L-004596-25 issued on May 14, 2025.

On June 5, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On June 5, 2025, interim order LTB-L-004596-25-RV-IN was issued, staying the order issued on May 14, 2025.

The review hearing was held by video conference on June 18, 2025. The request was granted and directed to a de novo hearing. The Member's interim order was issued on September 3, 2025.

The de novo hearing was scheduled to be heard by videoconference on September 18, 2025, however, the hearing was adjourned on consent on the basis that the Tenant and their representative had not received the notice of hearing.

This application was heard de novo by videoconference on February 10, 2026.

The Landlord's legal representative, Travis King, the Landlord's agent, Tanishia Allen, the Landlord's witness, Special Constable Harman Grewal (HG), the Tenant, the Tenant's legal representative, Suchana Sundararajan, and the Tenant's witness, Shelly Lawrence (SL), 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 Tenant was evicted by the Court Enforcement Office (Sheriff) on or about June 2, 2025 as a result of the previous order that was issued on May 14, 2025.
4. The Interim Review Order issued on September 3, 2025 which granted the review on the grounds of the Tenant not being reasonably able to participate in the hearing that took place on May 6, 2025 ought to have been cancelled, but it doesn't appear that it was. By operation of the granting of the review, the previous order should have been cancelled and the Tenant put back into possession of the rental unit. However this was not done and only a preservation order was issued to keep the Tenant's belongings in safe keeping.
5. Accordingly, this order shall provide that the Tenant is to be put back in possession of the rental unit in order to be able to access their belongings. As of the date of the hearing the Tenant had bail conditions that were unchanged that required that the Tenant not be within 200 Metres of the residential complex. This should not preclude the Landlord from ensuring that the Tenant has access to their belongings pending the criminal matter, even if the Tenant has someone attend the unit on their behalf.

N6 and N7 Notices

6. On December 20, 2024 the Landlord gave to the Tenant an N6 and N7 Notice of Termination by placing the notices under the Tenants door on this date. The termination dates in both notices are January 19, 2025.
7. The N6 Notice alleges that the Tenant committed an illegal act in the residential complex relating to an alleged assault causing bodily harm that took place on August 23, 2024 at approximately 8:55am near the garbage disposal area of the building by the exit doorway to the building between the Tenant and another resident in a mobility scooter.
8. The N7 Notice alleges that the behaviour of the Tenant has seriously impaired the safety of another person in the residential complex for the same incident on August 23, 2024.
9. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the

opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.

10. As is the case before me, both accounts of the same incident are equally believable and therefore I am unable to find in favour of the Landlord on this basis and the application must be dismissed.
11. The Landlord did not call the other tenant involved in the incident that could have corroborated the Landlord's evidence and they did not summons the officer that investigated the incident or pressed charges against the Tenant, despite having the opportunity to summons them should they have felt it necessary to do so.
12. Additionally, aside from stating that in the video they recalled the Tenant punching the victim in the face multiple times and that they found the victim with a bloody nose, the Landlord's only witness, HG, could not provide evidence of how many times the alleged victim was punched or what angles they saw in the video or what else they observed watching the video. They also testified that the victim tenant was punched several times and that they sat back into their scooter. This is substantially different than the Tenant's version of events that the alleged victim was on the ground with the Tenant's hand cradling their head to avoid a possible concussion.
13. Further, the Tenant's recollection of events is much more convincing as they did provide direct firsthand accounts of what transpired outside of the back entrance door on the date in question. Although the Landlord requests that I draw a negative inference from the Tenant's refusal to admit that they punched the other Tenant in the mobility scooter several times in the face, I equally draw a negative inference from the Landlord failing to provide any evidentiary proof that the Tenant did actually punch the other Tenant in the face.
14. The Tenant testified that they were holding the back door open to the residential complex for several people prior to the tenant in the mobility scooter and another tenant with a skateboard related to the alleged victim were exiting the door. The Tenant was attempting to enter as the other tenant was attempting to exit. The Tenant recalls the other tenant calling them a "bitch" and then a person with a skateboard was coming up behind them raising their skateboard to what appeared to be them trying to hit the Tenant over the back of the head with the skateboard. The Tenant used their foot to push the person away and then the alleged victim tenant got out of their mobility chair and kept pushing forward at the Tenant.
15. The Tenant testified that this person kept pushing him and he was a large imposing man and he could feel how heavy the man was and was afraid of him falling on top of him. Then the man with the skateboard was striking the wall with his skateboard. He would not admit that he punched this man in the face.
16. The whole interaction lasted approximately 30 seconds. He was afraid that the man was going to hurt his head, so he cupped his head at the ground and then grabbed a hold of his hands yelling at him to get up.
17. Then the man was able to get up and then the Tenant stated that the man threatened him by telling him to "watch his back" That was when security, HG, came to the scene and the Tenant then left the scene and went to his apartment after confirming with HG where he lived. The Tenant described the event of being afraid for his own safety because he felt that two men were attacking him and he was afraid and shaking on his way to his unit.

18. The Tenants witness, SL, also gave testimony as they witnessed the incident. They also testified that they saw the man with the skateboard trying to strike the Tenant and that the Tenant was actually struck by the skateboard during the incident. She further testified that she saw the man get up from his scooter to jump at the Tenant. She also said that she did not witness any punching by the Tenant because their back was turned to them.
19. I did not find the Tenants witness testimony completely credible as it did not fully corroborate the Tenants version of events and more likely than not, the Tenant was not hit by the skateboard as they likely would have recalled that happening. Accordingly, I give little weight to the testimony of the SL on this basis.
20. The Landlord failed to establish the Tenants alleged conduct on the date in question either seriously impaired the safety of another person or that the Tenant committed an illegal act. They provided only hearsay evidence with respect to what their only witness, HG, could recall based on watching videos that were not available for consideration on the hearing date and based on their interactions with the alleged victim after the incident where they found them to have a bleeding nose. They did not witness the event and their recollection of what they saw in the video could not be corroborated at the hearing.
21. For all of the above reasons the application must be dismissed.
22. The Landlord confirmed at the hearing that they were still maintaining the rental unit and the Tenant's possessions until the resolution of the matter and that the rental unit had not been re-rented. Accordingly, the order will require that the Landlord put the Tenant back in possession of the rental unit if they have not already done so.

It is ordered that:

1. Order LTB-L-004596-25 issued on May 14, 2025 is cancelled and replaced with the following order:
2. The Landlord's application is dismissed.
3. The Landlord shall immediately allow the Tenant to recover possession of the rental unit by providing the Tenant with keys/fobs/digital codes to the doors of the rental unit and the residential complex.
4. If the Landlord does not allow the Tenant to recover possession of the unit, the Tenant may file this order with the Court Enforcement Office (Sheriff) so that the order may be enforced.
5. Upon receipt of this order, the Enforcement Office is directed to give possession of the unit to the Tenant on an expedited basis.

May 7, 2026
Date Issued

Terri van Huisstede
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.

****The part of this order allowing the Tenant to recover possession of the unit and prohibiting the Landlord from re-renting the unit to anyone else expires and cannot be enforced if:**

- a) The Tenant does not file this order on or before May 22, 2026 with the Court Enforcement Office (Sheriff) which has territorial jurisdiction where the rental unit is located, or
- b) The Tenant files this order with the Court Enforcement Office but the order has not been enforced on or before June 21, 2026