



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-004966-26

In the matter of: 1514, 61 PELHAM PARK GDNS
TORONTO ON M6N1A8

Between: Toronto Community Housing Corporation Landlord

And

Antonio Leonardo Jr. Aguiar Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Antonio Leonardo Jr. Aguiar (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 heard by videoconference on March 25, 2026.

Only the Landlord's Representative, Chelsea Rostant, attended the hearing. PC Doherty and PC Jackman also attended the hearing as witnesses for the Landlord.

As of 9:49 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant will terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 Notice of Termination for illegal act and N7 Notice of Termination for serious impairment of safety

3. On January 13, 2026, the Landlord gave the Tenants both an N6 and N7 notices of termination. The notices of termination contain the same allegations as follows:

On or about April 11, 2024, at approximately 3:05 p.m., the Tenant committed an illegal act and seriously impaired the safety of other tenants by assaulting the superintendent in the underground parking lot of the rental complex, and further pushing the superintendent's motorcycle, which caused damage to the motorcycle.

On or about October 30, 2024, at approximately 11:10 a.m., the Tenant committed an illegal act and seriously impaired the safety of other tenants by using an axe to damage the front door of his rental unit, and by uttering threats to harm the attending maintenance staff member and Peace Officer.

4. The Landlord's Witness, PC Doherty ('PCD'), arresting officer for this incident, testified that on April 10, 2024, at approximately 3:05 p.m., the Police responded to a call regarding a disturbance at the residential complex regarding the Tenant.
5. PCD testified that when the Police arrived at the residential complex, they investigated the incident and spoke to involved parties. PCD said although he was not the investigating officer attending, the allegations contained in the notice were confirmed, that the Tenant punched the superintendent in the face and then proceeded to push over his motorcycle which caused some minor damage.
6. PCD said the Tenant was charged with two counts: assault and mischief under \$5,000.
7. PCD testified that although he was not the responding investigating officer, he is the author of the prosecution summary. The Landlord submitted the prosecution summary as evidence to support the testimony of PCD.
8. The Landlord's Witness, PC Jackman (PCJ'), Special Constable for Toronto Community Housing, testified that on October 30, 2024, at approximately 11:10 a.m., he received a call to attend the Tenant's unit with the maintenance staff for the purpose of changing the smoke alarm inside the rental unit. A 24-hour notice of entry was provided to the Tenant to notify him of the work to be performed.
9. PCJ confirmed the contents in the notice. PCJ testified that they knocked on the door of the Tenant's door and when there was no answer. After waiting a few minutes, PCJ said he announced himself, and maintenance staff proceeded to open the door of the rental unit.
10. PCJ said the Tenant then came to the front door carrying an axe while uttering to both victims "Get out of my f**ing unit! Am I going to have to use it? and, I'm going to hit you with it".
11. PCJ testified that they called Toronto Police Services ('TPS') for reinforcement, and while they were waiting for TPS to arrive, the Tenant closed the front door and proceeded to use the axe to damage the door.

12. PCJ testified that when the police arrived, the Tenant was located inside his apartment and surrendered to TPS.
13. The Landlord submitted the prosecution summary as evidence to support the testimony of PCJ.
14. PCJ said the Tenant was charged with four counts: 3 counts of assault peace officer with a weapon and mischief under \$5,000.
15. The Tenant did not attend the hearing to contest the evidence.

Analysis

16. Subsection 61(1) of the *Residential Tenancies Act, 2006* ('the Act') states:

61(1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

17. A landlord who gives a tenant a notice of termination pursuant to section 61(1) of the Act must establish on a balance of probabilities that either the tenant or an occupant committed the illegal act or the tenant or an occupant permitted a person to commit the illegal act.
18. The Board's Interpretation Guideline 9 states that the term "illegal" is not defined in the Act but that that this would constitute "a serious violation of a federal, provincial or municipal law". A serious violation is one that has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the Landlord or other tenants.
19. Subsection 66(1) of the Act sets out:

66(1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
- (b) the act or omission occurs in the residential complex.

20. As set out above, the Landlord seeks to terminate the tenancy for illegal act and impairment of safety as the Tenant struck the superintendent, assaulting him, uttered death threats and was charged with six counts of assault and mischief committed on the residential complex.

Hearsay evidence

21. Some of the Landlord's evidence is based on hearsay, as it relies on third party statements made outside for the hearing. In this case the hearsay evidence is of the Police officer who

attended the hearing to give evidence, but who did not have direct evidence about the incidents he provided evidence on. While hearsay evidence is admissible at the Board, it is generally given less weight than non-hearsay evidence.

22. While the *Statutory Powers Procedure Act, R.S.O. 1990, c. S.22*, 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.
23. The test that the courts have established is that you must demonstrate that the hearsay evidence is necessary and reliable. In this case, I find that the Police report and charges summary were reliable as the report \ was created in the normal course of business which is accepted as being a general reliable document. The document sites the charges laid against the Tenant as before the Court. I find that the evidence is necessary because it is evidence of the assault that took place, using the police report and charges of the police. I find that the hearsay evidence was both necessary and reliable.
24. In the present case as the Tenant was not in attendance, they were therefore not denied the opportunity to cross-examine on the Landlord's evidence presented. I find that this minimizes prejudice caused by receipt of the hearsay evidence. Further, as the Tenant gave no evidence, the Landlord's uncontested evidence is the best evidence given at the hearing.
25. Given these factors, I accept the Landlord's uncontested statements as evidence that Tenant struck the superintendent in the face and uttered death threats as outlined in the Police records, although I give it less weight than I would have given direct evidence. Despite the hearsay, the Landlord's witness provided evidence that supports the finding that assaulting another person, causing damage to a motorcycle, causing damage to the door of the rental unit with an axe, and uttering death threats are illegal acts.
26. Despite the presence of some hearsay evidence, I find that the Landlord's evidence is sufficient to meet the Landlord's burden of proof.
27. Based on the uncontested evidence before, I am satisfied on a balance of probabilities, that the Tenant has committed an illegal act in the rental unit or residential complex by assaulting the superintendent by punching him in the face and causing damage to the superintendent's motorcycle by pushing it over. I also find on a balance of probabilities, that the Tenant has seriously impaired the safety of other tenants in the residential complex by and uttering death threats about the peace officer and the maintenance staff, while holding an axe, and damaging the door in the residential complex.
28. On the basis of the uncontested evidence, I find that the Landlord has proven their case on a balance of probabilities.

Daily compensation, last month's rent deposit, and costs

29. The Tenant was required to pay the Landlord \$182.80 in daily compensation for use and occupation of the rental unit for the period from February 14, 2026 to March 25, 2026.

30. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.
31. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
32. There is no last month's rent deposit.

Relief from eviction

33. The Landlord is seeking termination of the tenancy by way of a standard order and said they are not aware of any circumstances of the Tenant. The Landlord's representative said that although no further incidents have occurred, the staff are afraid to attend the rental Tenant's unit.
34. The Tenant did not attend the hearing therefore they did not present their circumstances for my consideration.
35. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 1, 2026.
4. The Tenant shall pay to the Landlord \$182.80, which represents compensation for the use of the unit from February 14, 2026 to March 25, 2026, less any payments the Tenant has made.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting March 26, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$368.80.

8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Colette Myers
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

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