



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

**File Number:** LTB-L-006376-26

**In the matter of:** 1110, 4175 LAWRENCE AVE E  
SCARBOROUGH ON M1E4T7

**Between:** Toronto Community Housing Corporation Landlord

**And**

Mathew Cabral Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Mathew Cabral (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; and
- seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on April 29, 2026. The Landlord's Legal Representative, N. Menon, and the Tenant attended the hearing. The Landlord's witness, Detective Constable Ho, and the Tenant's witness, G. Denati (GD), also attended the hearing.

At the commencement of the hearing at 9:35 a.m., the Tenant was not present. The Tenant and his witness showed up at 9:54 a.m., after the Landlord's witness had concluded his testimony and exited 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 18, 2026, the Landlord gave the Tenant both a Notice to End your Tenancy for Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit (N6) and a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex (N7).

4. The Landlord indicated in the notices, which contained termination dates of February 10, 2026, that the Tenant assaulted GD on July 3, 2025, while she was asleep on his bed. The Landlord claimed that between 3:00 a.m. and 4:00 a.m., '*... the victim woke up to the Tenant covering her mouth with his hand and pressing her down on the bed. The victim was able to get up and went into the kitchen and after a while sat on the Tenant's bed and smoked a cigarette. The Tenant became upset that the female smoked on his bed and grabbed her wrist and twisted it until she dropped the cigarette.*' At the Tenant's request, the victim left the unit. She then spoke with the Landlord's security officer who proceeded to call the police.
5. The Landlord's witness testified that the Tenant and GD were in an on and off relationship for about one year and that GD is of no fixed address. The Landlord presented a copy of the police report relating to the July 3, 2025, incident. As a result of that incident, the Tenant was charged with two counts of assault. The Tenant has since been released on bail and is not expected to make any contact with GD. The Landlord's witness did not attend the residential complex or speak with GD at anytime.
6. The Tenant testified that all charges were dropped in the criminal case. On the night in question, the Tenant fell asleep early because he was sick and had left the door unlocked. The Tenant woke up to find GD naked in his bed, and as he 'freaked out', she fell off the bed. The Tenant asked her to leave his unit, then caught her smoking 'crack' in the bathroom. The Tenant sometimes babysits GD's dogs.
7. The Tenant denied placing his hand over GD's mouth, holding her down against the bed or twisting her arm. The Tenant admitted snatching a cigarette off GD's hands because it was his and she stole it.
8. GD testified that the police did not accurately record the incident, even though she gave a statement at the time. GD simply wanted the security officer to speak with the Tenant and did not expect that the police would be called or the Tenant, arrested. GD denied that the Tenant held her down against the bed.
9. Based on all the evidence, the Landlord has not proven on a balance of probabilities that the Tenant has committed an illegal act or seriously impaired the safety of another person in the rental unit or residential complex. The alleged victim, GD, completely recanted the complaints made to the police and was physically present with the Tenant at the time of her testimony. Both the Tenant and GD denied the allegations contained in the notices of termination. The Landlord's witness was neither present on the date of the incident nor did he interview GD during the course of his investigation.

**It is ordered that:**

1. The Landlord's application is dismissed.

**May 20, 2026**  
**Date Issued**

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Jitewa Edu  
 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.