



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-105193-25

In the matter of: 910 BURLINGTON ST E
HAMILTON ON L8L 4K4

Between: Shaz Investments Inc. Landlord

and

Jeffrey Oduro Agyapong Tenant

Shaz Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jeffrey Oduro Agyapong (the 'Tenant') because:

- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

Shaz Investments Inc. (the 'Landlord') also applied for an order requiring Jeffrey Oduro Agyapong (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on March 24, 2026.

The Landlord, Shahnaz Tehseen, and the Tenant 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 and the claim for compensation in the application. Therefore, the application is dismissed.

N7 Notice of Termination

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 30, 2025, the Landlord gave the Tenant an N7 notice with a termination date of December 10, 2025. The notice of termination contains the following allegations:
 4. Zahid Butt (the Landlord's property manager) testified that on November 29, 2025, he received a call from a resident of the residential complex reporting that the Tenant (Jeffrey Oduro Agyapong) had broken the glass door. The police attended the residential complex that night.
 5. The incident report from the police was not filed with the Board because the Landlord did not have a copy of the report. In addition, the individual who reported the incident to the Landlord's agent did not attend at the hearing to testify.
 6. Mr. Butt attended the residential complex the following day and observed the damaged door and broken glass on the ground. He was informed by the other tenants that Jeffrey Oduro Agyapong caused the alleged damage. Mr. Butt testified that he did not personally witness the incident. His evidence regarding who caused the damage was based on statements made by other residents.
 7. The Landlord also relied on a screenshot of an email allegedly sent by a neighbour, Paul Eh Jaschek, who claimed to have witnessed the Tenant strike the door with a bicycle. The email, which is undated, states that the Tenant hit the door with his bicycle and that "the male I saw was the tenant from the attic appt, black male name is Jeffery." The email lacks meaningful details and its author of the email did not attend the hearing to testify.
 8. Therefore, the Landlord's evidence about this incident is entirely hearsay and the Tenant did not have the opportunity to challenge the credibility of the Landlord's evidence through cross examination.
 9. Ms. Tehseen (Landlord) estimated the cost to replace the door to be \$1,500.00. She attended at the residential complex and referred to photographs taken by her of the damage.
 10. In the course of the hearing, I repeatedly directed Ms. Tehseen to provide evidence with respect to the allegations set out on the N7 notice. Despite my direction, Ms. Tehseen

referred to additional allegations involving drug use, stealing food, and cocaine use that were not contained in the notice and therefore cannot be considered.

11. The Tenant denied the allegations raised by the Landlord. He testified that he was not at the residential complex on November 29 and 30, 2025.

Analysis and Findings

12. As the applicant, the Landlord bears the burden of proving on a balance of probabilities that on November 30, 2025, the Tenant: (a) while under the influence of drugs intentionally broke the glass door to the residential complex when entering late at night; and (b) broke his door by kicking and punching it.
13. Although I accept that some damage occurred, the central issue before me is whether the Landlord's evidence is sufficient to establish that the Tenant was responsible. The Landlord's evidence connecting the Tenant to the alleged conduct was hearsay. The Landlord did not provide direct testimony from any witness who allegedly observed the incident or the Tenant damaging the door. I find that the Landlord's evidence was based on statements from individuals who did not attend the hearing to testify. The Landlord's agent, Mr. Butt, acknowledged during cross examination that he did not personally witness the incident and that his knowledge was based on information provided by others. Further, the Landlord did not file the police report that arose from this incident.
14. The Divisional Court dealt with a similar circumstance in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083. In that matter the only evidence provided by the landlord at the LTB hearing to support the eviction application was hearsay evidence – notes prepared by the investigating police officer. The Court found that the LTB erred in accepting and relying upon the hearsay evidence in determining that the tenancy should be terminated. The Court found that while hearsay evidence is admissible at the LTB under s. 15(1) of the *Statutory Powers Procedure Act*, doing so in some circumstances can constitute a denial of natural justice.
15. In this case, I am not satisfied that the Landlord's hearsay evidence is clear and reliable. Further, as was the case in *Manikam*, the Landlord's complete reliance on hearsay evidence is procedurally unfair from the Tenant's perspective as the Tenant is unable to challenge the evidence through cross-examination. Therefore, I am not satisfied on the balance of probabilities that the Landlord has established that the Tenant, another occupant of the rental unit, or a person permitted in the residential complex by the Tenant seriously impaired the safety of any person pursuant to s. 66(1) of the Act; or Willfully or negligently cause undue damage pursuant to s. 62(1) of the Act; or used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage pursuant s. 63(1)(b) of the Act.
16. For similar reasons, I am also not satisfied that the Landlord has proven the damages of \$1,500.00 claimed in the application. The evidence before me of the photographs suggests that the damage occurred to the entrance door. However, I am not satisfied that the damage was caused by the Tenant, another occupant of the rental unit or a person whom

the Tenant permitted in the residential. Therefore, the Landlord is not entitled to compensation for the damages claimed on the application.

It is ordered that:

1. The Landlord's application is dismissed.

May 22, 2026
Date Issued

Adeela Alvez
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.