



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

File Number: LTB-L-102856-25

In the matter of: BASEMENT UNIT, 1051 SAVOLINE BLVD
MILTON ON L9T 8P2

Between: Ashish Kaushal
Shikha Kaul Landlords

and

Diomar Couto Tenant

Ashish Kaushal and Shikha Kaul (the 'Landlords') applied for an order to terminate the tenancy and evict Diomar Couto (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 Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlords also applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords 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 Landlords, and the Tenant and his sister, Ana Pereira, attended the hearing.

The Tenant authorized his sister to speak on his behalf while he participated at the hearing. Shikha Kaul testified on behalf of the Landlords.

Determinations:

Preliminary issue

1. The parties consented to amend the application to add “basement unit” to the rental unit address.

Submissions and Evidence

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 20, 2025, the Landlord gave the Tenant an N7 Notice with a termination date of December 2, 2025. The Landlord filed the L2 application on December 15, 2025. The N7 notice alleges that the Tenant seriously impaired the safety of another person in the residential complex and willfully damaged the rental unit or residential complex.
4. The Tenant indicated that he did not receive the N7 notice because the notice was thrown down the stairs after someone opened his basement door. The Tenant indicated that the upstairs tenants had access to the mailbox and that he did not. When mail is received the upstairs tenants deliver the Tenants mail to him. I asked the Tenant whether he understood the issues raised in the application and whether he was prepared to proceed with the hearing and respond. The Tenant confirmed that he was prepared to respond. Therefore, I was satisfied to hear the merits of the application.
5. Shikha Kaul testified that the Tenant moved into the unit on or about April 2025, and shortly after the tenancy began the Landlord received complaints from the upstairs Tenants regarding the Tenant’s behaviour. The N7 notice also contains a handwritten “incident log” which documents the complaints allegedly received from the upstairs occupants between April 2025 and October 2025 regarding the Tenant’s behaviour.
6. The N7 notice alleges that between April and October 2025, the Tenant engaged in a pattern of behaviour that seriously impaired the safety of other occupants and interfered with the residential complex. The allegations include sending threatening messages to other Tenants on April 23, 2025; repeated incidents of yelling, screaming, and banging on walls and doors on April 27, 2025, May 1-2, 2025, and throughout October 2025; multiple allegations that the Tenant interfered with the electrical panel, resulting in interruptions to the power, heat, and hot water, including May 23, June 29, and October 15, 2025. The notice also alleges police attendance at the rental unit, including on April 27 and September 17, 2025, and additional conduct such as leaving the garbage door open on May 12 and October 17, 2025.
7. Shikha Kaul stated that the upstairs tenants repeatedly complained about the Tenant’s behaviour, and then ultimately vacated the residential complex on December 31, 2025 because they no longer felt comfortable living there.
8. Ms. Kaul referred to text messages between herself and the Tenants residing in the upper unit and text messages between the Tenant and the upstairs Tenant. In the messages, the Tenant referred to people being “underneath his ground, crime scenes, sex videos and stated that the upstairs Tenant’s daughter was accessory to rape.” In the messages the

upstairs occupant expressed fear in response and informed the Landlord that the police had attended the residential complex.

9. I inquired whether the Landlords attended at the residential complex to investigate these serious complaints and whether the Landlords obtained the police report.
10. Ms. Kaul acknowledged during the hearing that most of the alleged incidents contained in the N7 notice (handwritten incident log) were not personally witnessed by the Landlords. The Landlords' evidence regarding these incidents were based on complaints made by the upstairs Tenants, who did not attend at the hearing to testify. In addition, while the Landlord testified that the police attended the residential complex, no police officer attended the hearing and no police report was filed into evidence.
11. The Landlord also claimed compensation for utilities in the amount of \$335.07. The Landlord relied on a Milton Hydro bill for the period of July 22, 2025 to August 21, 2025.
12. The Landlord also claimed compensation for damages in the amount of \$1,375.00. The Landlord alleged that one of the basement walls had burned. The Landlord stated that drywall replacement and repainting would be an estimated cost of approximately \$1,000.00. The Landlord relied on a handwritten invoice dated June 24, 2025, in the amount of \$375.00 for repairs to the gas range, including the sparking module and thermostat. The invoice states that the parts failed due to power fluctuation.
13. The Tenant testified that he believed he heard people underneath or behind the rental unit and was messaging the upstairs occupant regarding what he believed was occurring. The Tenant also testified that he is a gay man and denied any allegations that he posed a sexual threat to the upstairs occupants.
14. The Tenant also testified that shortly after moving unto the rental unit, he accidentally turned off a switch because he did not understand what it controlled. However, the Tenant denied causing damage to the rental unit, he also denied repeatedly interfering with the electrical panel. The Tenant indicated that the electrical room was locked by the Landlords and he did not have access to it.

Analysis and Findings

15. As explained below, the Landlords have 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.
16. As the applicant, the Landlord bears the burden of proving on a balance of probabilities that 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 pursuant to s. 66 of the *Residential Tenancies Act, 2006* (the 'Act'), or that 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 per s. 62 of the Act.
17. I accept that there were ongoing conflicts between the Tenant and the upstairs occupant of the residential complex. I also accept that the upstairs occupants were distressed by the Tenant's behaviour and communications. However, the central issue before me is whether

the Landlord's evidence is sufficient to establish that the Tenant committed the conduct alleged in the N7 notice and caused the damage claimed in the application.

18. In this case, the upstairs Tenants with direct knowledge of all the incidents set out on the N7 notice did not attend the hearing to testify. In addition, the police officers who attended the hearing were not summonsed to testify. As a result, all of the Landlord's evidence about these incidents is hearsay, meaning the Tenant did not have the opportunity to challenge the evidence through cross examination.
19. 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.
20. 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.

Compensation claimed on the Application

21. For similar reasons, I am also not satisfied that the Landlords have proven the damages of \$1,375.00 claimed in the application. The Landlord alleges that:

“one of the basement walls had burned drywall. The tenant attempted to cover the damage with primer. After discussing the issue with the contractor it was confirmed that the damaged drywall must be replaced and the entire wall will need to be repainted to ensure proper restoration and uniform finish. Cost around \$1000.00.”

22. I find there is insufficient evidence regarding the nature and extent of the alleged damage or the reasonableness of the amount claimed. There was no photographs, expert report or any evidence establishing the pre-existing and current condition of the wall. For this reason, I am not satisfied that the Tenant caused the alleged damage. Therefore, the Landlords are not entitled to compensation for damages of \$1,000.00 claimed on the application.
23. The Landlord also alleges that the Tenant *“repeatedly powered the main electrical panel on and off which caused damage to the upstairs unit stove thermostat and electrical module. As a result repairs were required and a total cost of \$375.00 was paid to fix the damage.”*

24. While I accept that the Landlords incurred an expense of \$375.00, I find there is insufficient evidence before me to establish that the Tenant caused the alleged power fluctuation or resulting damage. The Tenant repeatedly denied interfering with the electrical panel, he testified that he did not have access to the room because it was locked by the Landlord. The Landlord also confirmed that the electrical room or furnace room was locked to ensure there is no interference. Therefore, the Landlord is not entitled to compensation for the damages claimed on the application.
25. With respect to the utility claim of \$335.07 on the application, the parties did not have a copy of the tenancy agreement and the Tenant also contested the amount claimed because the statement is in the name of the upstairs tenants and the statement or charges relate generally to the entire residential complex rather than the Tenant's share of the utilities. Therefore, I am not satisfied that the amount claimed is correctly calculated by the Landlords. This portion of the Landlords' claim is also dismissed.

It is ordered that:

1. The Landlords' application is dismissed.

May 28, 2026
Date Issued

Adeela Alvez
Member, Landlords 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.