



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Aosaf v Roehler, 2026 ONLTB 43000

Date: 2026-06-05

File Number: LTB-L-032290-26

In the matter of: 550 CAPITOL ST
Windsor ON N8X3E8

Between: Mugdho Rasheeq Aosaf Landlord

And

Ronald James Roehler Tenant

Mugdho Rasheeq Aosaf (the 'Landlord') applied for an order to terminate the tenancy and evict Ronald James Roehler (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict Ronald James Roehler 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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 May 19, 2026 at 1:32 p.m.

Only the Landlord Mugdho Rasheeq Aosaf attended the hearing.

As of 1:32 p.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:

L2 Application

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.

N7 Notice of Termination

3. On April 7, 2026, the Landlord gave the Tenant an N7 notice of termination and served a 2nd N7 notice of termination on April 19, 2026. The notices allege that on March 3, 2026 the Tenant damaged the wall, and on April 18, 2026 the Tenant damaged the spindles on the stairs, and got blood on the walls and doors damaging the paint.
4. The Landlord testified that on March 3, 2026 the Tenant, while intoxicated, punched a hole in the wall, causing damage. Entered into evidence was a photograph, undated, taken by another tenant who lives in the rental unit, showing a hole in the drywall in the rental unit. The Landlord further testified that the other tenant told him that the Tenant damaged the wall.
5. The Landlord testified that on April 18, 2026 the Tenant, while intoxicated, damaged the spindles on the stairwell, a shoe rack in the common area, and damaged the walls in the rental unit by getting blood on the walls. Entered into evidence were undated photographs taken by Jordon Rochon, another tenant in the rental unit, showing a broken spindle on the staircase, blood on the walls in the common area, hallway, and on the Tenant's door and the damaged shoe rack.
6. The Landlord further testified that on May 1, 2026 he attended the unit and observed that while the blood was no longer visible, the hole in the wall, the broken shoe rack and the broken spindle on the staircase remained. Entered into evidence was an estimate from Passion Renovation dated April 5, 2026 showing the total cost of repairs of \$1,750.00 which includes repairs to a garage door; the Landlord testified he is seeking \$1,200.00 for the repair of the damages which he estimates is the cost to repair and replace the stair spindles and damage to the walls.

Analysis – Serious Impairment of Safety

7. Section 66(1) of *Residential Tenancies Act, (2006)* states:

A landlord may give a tenant a notice of termination if,

- (a) an act or omission of the tenant an occupant or a person permitted in the residential complex seriously impairs or impaired the safety of another person; and
 - (b) the act or omission complained of occurs in the residential complex.
- 8. In order to be successful on this ground, the Landlord must establish that the effect of the actions of the Tenant, someone visiting or living with the Tenant threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the actions of a tenant or tenant's occupant or guest put someone at serious risk of physical harm. Not every risk of physical harm to another will meet the test, as the impairment of safety must be serious.
- 9. I find the Landlord did not lead sufficient evidence to prove their claim that the Tenant put someone at serious risk of physical harm regarding either incident. No documentary evidence was submitted to support the Landlord's testimony about the Tenant's alleged conduct or how the incidents resulted in a serious impairment of safety.
- 10. Despite the Landlord's hearsay testimony that claims other tenants told him they felt unsafe, I am not persuaded. I attribute little weight to the hearsay evidence provided by the Landlord whose description of the events lacked clarity, including a specific description of what the actual safety-impairing actions were on either March 3, 2026 or April 18, 2026. It is insufficient to claim that because the Tenant may have been intoxicated – which I note there is no documentary evidence to support this claim either – to prove there was a serious impairment of safety, much less any impairment of safety.
- 11. Further, the Landlord did not call the tenant in the residential complex that claimed the Tenant was seriously impairing safety. There was also no explanation provided by the Landlord of why the tenant was not able to be called as a witness, despite the Landlord claiming this individual observed the alleged behaviour. This may have increased the overall credibility and quality of the Landlord's testimony.
- 12. Since the Landlord gave no direct evidence of the Tenant's conduct, I do not find, on a balance of probabilities, that the Landlord proved the Tenant seriously impaired the safety of others in the residential complex on either occasion.
- 13. Therefore, the claims from this portion of the application are dismissed.

Analysis – Wilful Damage

- 14. A tenancy may only be terminated under subsection 63(1) of *the Act* where it can be found that the Tenants caused the damage wilfully.
- 15. Subsection 63(1) of *the Act*, states the following:

A landlord may give a tenant notice of termination of the tenancy that provides a termination date not earlier than the 10th day after the notice is given if the tenant,

another occupant of the rental unit or a person whom the tenant permits in the residential complex,

(a) wilfully causes undue damage to the rental unit or the residential complex

16. In order to be successful on this ground, the Landlord must establish that the effect of the actions of the Tenant were wilful, not simply negligent.
17. Negligent damage occurs where a tenant takes some action which the tenant should reasonably have concluded would result in damage or alternately, in which a tenant fails to take a required action which the tenant should reasonably have known would result in damage. By contrast, wilful damage results from action taken by the tenant with the intent to do damage. Wilful has been defined as intentionally, deliberately, knowingly or voluntarily doing or failing to do something that results in the destruction of property
18. First, with respect to the claims of damage regarding the blood on the walls, the Landlord testified the blood was cleaned when he inspected the unit in May 2026, therefore this portion of the claim is dismissed as based on the Landlord's own testimony, the damage was temporary, mitigated and not undue.
19. Next, the Landlord led insufficient evidence to directly attribute the damages to the wall, shoe rack, or to the stairwell to the actions of the Tenant. I do not find on a balance of probabilities, the Landlord was able to prove the Tenant was responsible for damaging the rental unit. Despite the Landlord's hearsay testimony that claims other tenants told him the Tenant was responsible, I am not persuaded. I attribute little weight to the hearsay evidence provided by the Landlord whose description of the events lacked clarity, including a specific description of how the damages occurred on either March 3, 2026 or April 18, 2026. Moreover, simply proving the Tenant was intoxicated – which again, I note there is no documentary evidence to support this claim either - in and around the time the wall, shoe rack and stairwell were damaged, is not sufficient to prove that the Tenant took action to damage the residential complex.
20. Even if the Landlord did prove that the Tenant was responsible for damaging the wall and the stairwell, I find that the Landlord failed to lead any evidence that might suggest the Tenant damaged these items wilfully.
21. As found above, I do not find that the Tenant wilfully caused undue damage to the rental unit. Subsection 89(1) of *the Act* allows for compensation to the Landlord for reasonable costs to repair or replace the damage. Given my finding above, the Landlord is not entitled to any damages claimed in the L2 application.
22. Accordingly, the Landlord's L2 application is dismissed.

L1 Application

23. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

24. As of the hearing date, the Tenant was still in possession of the rental unit.
25. The lawful rent is \$600.00. It is due on the 1st day of each month.
26. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
27. The Tenant has not made any payments since the application was filed.
28. The rent arrears owing to May 31, 2026 are \$1,800.00.
29. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
30. There is no last month's rent deposit.
31. With respect to the Landlord's L1 application, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of *the Act*.

It is ordered that:

L2 Application

1. The Landlord's L2 application is dismissed.

L1 Application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$2,586.00 if the payment is made on or before June 16, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 16, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,760.87. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$19.73 per day for the use of the unit starting May 20, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 16, 2026, then starting June 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 17, 2026.

June 5, 2026
Date Issued

Greg Witt
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 expires on December 17, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 16, 2026

Rent Owing To June 30, 2026	\$2,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$2,586.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$1,574.87
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,760.87
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$19.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	