



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1597180 Ontario Inc v Rajpaul, 2025 ONLTB 89996

Date: 2025-12-09

File Number: LTB-L-014218-23

In the matter of: 908, 2970 JANE ST
NORTH YORK ON M3N2V5

Between: 1597180 Ontario Inc

And

Metheswanie Rajpaul
Sydney Rajpaul
Wonita Rajpaul

I hereby certify this is a
true copy of an Order dated
DEC 09, 2025
Landlord and Tenant Board

Landlord

Tenants

1597180 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Metheswanie Rajpaul, Sydney Rajpaul and Wonita Rajpaul (the 'Tenants') because:

- the Tenants or another occupant of the rental unit have committed an illegal act or have carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

This application was heard by videoconference on October 1, 2024.

The Landlord's Agent, Edie Neuberger, the Landlord's Legal Representative, Roman Komarov, the Tenants' Legal Representative, Vinoth Kumar, and the Tenant, Wonita Rajpaul ('WR'), attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony. Although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants live in a two-bedroom unit within a multi-story residential complex containing over 160 rental units.

4. On January 19, 2023, the Landlord gave the Tenants an N6 notice of termination deemed served that same day. The notice of termination alleges that on December 17, 2022, the Tenant WR took a package from the lobby of the residential complex that did not belong to her. The Tenant WR did not return the package to the lobby or to the person addressed on the package. The notice also alleges that on December 27, 2022, the Tenant WR admitted in a meeting with building management that she stole the package from the lobby.
5. The Landlord's Agent testified that while some couriered packages are delivered directly to a tenant's unit, others are left unattended in the lobby by the resident mailboxes.
6. The Landlord's Agent further testified that on December 17, 2022, the Landlord received a complaint from another tenant in the building that they had not received their package that had apparently been delivered to the lobby around 2:00 p.m. that day. Ultimately, the tenant who complained about the missing package never ended up receiving it. The package was said to contain bedding. The Landlord and Superintendent reviewed the lobby security camera footage around the estimated time of delivery and saw the Tenant WR and her son pick up a package in the lobby around that time. Two video still images taken from the security cameras in the residential complex were submitted showing the Tenant WR and her son in the mailroom and exiting the building from the lobby holding a white bag in her left hand. The Landlord's Agent testified that only one package was delivered around 2:00 p.m. on December 17, 2022, and that package was the only one in the lobby at the time the Tenant WR was seen on the security camera footage. The Tenant WR does not dispute it is her in the video still images.
7. The parties agree that a meeting took place between the Landlord's Agent and the Tenant WR on December 27, 2022 regarding the alleged theft. However, the parties dispute what was said at the meeting. The Landlord's Agent testified that the Tenant WR admitted to taking and opening the package which was refuted by the Tenant. The Tenant WR testified she saw several packages in the lobby on December 17, 2022, and only took the one addressed to her unit. Though she picked up another package, she put it back when she saw it did not belong to her or her son. The white parcel bag seen in the video still images was from the store Ardene, and she was on her way to do a return.
8. Having considered the parties' evidence and submissions, I am not satisfied the Tenant WR committed the illegal act of theft by allegedly taking a package that did not belong to her. The burden of proof on an L2 application based on an N6 Notice lies with the landlord to show that, on a balance of probabilities, the tenant committed the illegal act. The video still images do not show the address on the parcel the Tenant WR is carrying, therefore there is no nexus between that parcel and the missing package containing the complaining tenant's address. The parcel bag the Tenant WR is holding coincides more with her testimony of it being from a clothing/accessories store than bedding based on the size of the parcel, the way the Tenant WR is holding it, and the way the contents sit inside the bag. The angle of the still photos also do not show the entire mailroom lobby area and were not enough to contradict the Tenant's testimony of there being more than one package in the lobby at the time. The Landlord did not produce the video of the incident which would have provided more detail of what happened before and after the still photos were taken. The Landlord also did not produce the complaining tenant's delivery confirmation slip/message nor a picture from the courier verifying the time and appearance of the package. Therefore, I am not satisfied that the circumstantial evidence submitted by

the Landlord is sufficient to contradict the Tenant's testimony regarding the incident that occurred on December 22, 2022. The application must consequently be dismissed.

It is ordered that:

1. The application is dismissed.

December 9, 2025
Date Issued



Fotoula Hatzantonis
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.