

**DISCLAIMER:** In accordance with the *Community Safety and Policing Act* and the *Freedom of Information and Protection of Privacy Act*, the summary below has been de-identified to remove the personal information of individuals, including public complainants and persons who were the subject of the investigation.

## DE-IDENTIFIED SUMMARY UNDER SECTION 167(2) OF THE CSPA

Original Police Service: [REDACTED]

Date of Complaint: 08/08/2025

Type of Investigation:

Referred to Same Service:

Referred to Other Service:

Retained by LECA:

Service Investigations Referred to:

### De-identified Summary of Complaint

The Complainant lived in a basement apartment of a residence for approximately three years.

On May 6, 2025, the Complainant returned home to find out that he had been evicted by his landlord.

The Complainant deemed the eviction to be unlawful and called the police for assistance.

The Respondent Officers attended the call for service, spoke with the involved parties and later facilitated the Complainant's eviction.

As a result of the eviction, the Complainant stated he incurred approximately ten thousand dollars in expenses for food and lodging.

Subsequently, the Complainant filed his complaint with LECA on August 8, 2025, alleging the involved officers had no authority to evict him and therefore, they were neglectful in their duties, and was seeking financial compensation as a result.

**Unsubstantiated Code of Conduct Allegations**

Allegation #1 – Performance of Duties / Neglects to do duty contrary to section 19 of the Schedule Code of Conduct of Ontario Regulation 407/23 and therefore, contrary to section 195 (a) of the Community Safety Policing Act, R.S.O. 2019, as amended.

**Decision and Reasons**

The Respondent Officers spent a total of three hours and twenty minutes on this call for assistance. The Respondent Officers recognized they had no authority to intervene in an eviction as it was deemed a civil matter.

The Respondent Officers tried to negotiate the Complainant's return to his unit but failed. Instead, they negotiated a resolution with the Landlord where the Complainant's accommodations would have been looked after for a period of two months, and his possessions would be kept in storage. The Respondent Officers negotiated access to the unit and accompanied the Complainant to gather his medication, clothing, and some possessions.

The Respondent Officers accompanied the Complainant to the agreed upon Motel to ensure the Landlord would follow through with his commitment. Unfortunately, the Complainant reneged on the agreement after paying for one weeks accommodation, and not the agreed upon two months accommodations.

The steps undertaken by the officers during their investigation were reasonable and thought out. There is sufficient evidence to suggest the Respondent Officers endeavored to assist the Complainant as best they could under difficult circumstances where they had no lawful authority to enforce the Residential Tenancy Act.

Upon careful review and analysis of all available information, and without any further information from the witness, there is insufficient evidence available to form reasonable grounds to believe that the Respondent Officers neglected to conduct a thorough investigation in relation to a landlord and tenant dispute resulting in the Complainant's eviction.

Therefore, this allegation is unsubstantiated.