



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

Citation: Ecuhome Corporation v Hume, 2024 ONLTB 21611

Date: 2024-03-27

File Number: LTB-L-022879-23

In the matter of: 101, 150 Springhurst Avenue
Toronto ON M6K1C1

Between: Ecuhome Corporation Landlord

And

Waynesworth Hume Tenant

Ecuhome Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Waynesworth Hume (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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.

Ecuhome Corporation (the 'Landlord') also applied for an order requiring Waynesworth Hume (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 January 30, 2024.

Only the Landlord's legal representative, Roman Komarov, attended the hearing.

As of 1:11 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated as of April 4, 2024 and the Tenant must pay the Landlord \$9,203.40.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 13, 2023, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations: on February 11, 2023 the Tenant endangered the life of residents by starting a fire in the basement bathroom.
4. The Tenant has seriously impaired the safety of tenants in the residential complex by starting a fire in the building. Two other tenants, John Vinski (JV) and Ronald Badiuk (RB), testified about the incident. The smoke alarm woke other tenants in the early morning hours on February 11, 2023 and they found the house full of smoke. They were able to exit the building, RB was assisted by fire fighters. The smoke was thickest in the basement, it was difficult to breathe and 'you couldn't see your hand in front of your face". Fortunately there were no injuries.
5. JV was the first other tenant to be woken by the smoke alarms and banged on the other doors to wake everyone. There were 4 people in the house at the time. When he came downstairs he found the Tenant awake in the tv room in his underwear behind the couch. This room is near the stairs to the basement bathroom, the location of the fire. The Tenant did not make any effort to alert any of the other tenants to the fire or call 911. He appeared oblivious to what was going on. While everyone was outside waiting for permission to return to their units, JV observed the Tenant being escorted to the hospital by police officers. He did not return for 4-5 days.
6. When JV and RB returned inside they observed that the fire had been in the basement bathroom and that Tenant's clothing, lighter fluid containers, and drug paraphernalia were burned there.
7. Albert Younis (AY), a housing support worker, testified at the hearing and described the damage from the fire and why he believes the Tenant was responsible. He showed photos of the basement bathroom, the location of the fire, and identified the Tenant's bank card, phone case, satchel, mail, and clothing in the bathtub and on the floor. Pieces of the clothing were burned. Two cans of lighter fluid were shown, which were the same type that the Tenant had disposed of when cleaning out his unit and the Tenant identified as being used to refill his lighters. Drug paraphernalia including a pipe were also in the photos. The Tenant did not leave the building on his own and had to be removed by fire fighters. He

was close to the source of the fire and was treated for smoke inhalation. The Tenant's room is on the main floor of the house, all other bedrooms are on the second floor.

8. AY tried to talk to the Tenant about the fire, but the Tenant denied setting it. Since the fire he has refused to talk about it, saying he doesn't remember, doesn't want to discuss it, or he's not a child.
9. I find on a balance of probabilities that the Tenant caused the fire, either deliberately or negligently. He was the only person awake in the house and was close to the source of the fire which appeared to have started in and around his possessions, including lighter fluid and paraphernalia associated with smoked drugs.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Tenant wilfully or negligently caused undue damage to the rental unit or residential complex by causing a fire in the basement bathroom. The basement bathroom required repair including damage to the door jamb, a new bathtub, vanity, medicine cabinet, and fan. Cleanup included the entire basement and some areas of the main floor. There was also damage to bedroom doors caused by the fire department searching the building for occupants.
13. On other occasions, the Tenant deliberately damaged the kitchen by overturning appliances, breaking décor items, and smashing things. The Landlord had to replace the stove and range hood because of these incidents.
14. The Landlord submitted invoices and receipts for these repairs totalling \$7,990 plus HST for a total of \$9,017.40.
15. The Landlord has incurred reasonable costs of \$7,119.00 to repair the damage and replace property that was damaged and cannot be repaired.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
17. The fire was a very serious incident which could have caused significant injury or death to all tenants in the building. The housing support worker has attempted to engage him in various supports, but the Tenant has refused. He does not accept responsibility for his actions, show remorse, or show a willingness to prevent further incidents. In addition to the fire which is the grounds for this application, the other tenants and the housing support worker described ongoing behavioural challenges with the Tenant including yelling, damage to property, and inappropriate behaviour and exposure in common areas.
18. The Landlord has offered the Tenant supports and made efforts to determine if additional supports or accommodations may be required, however the Tenant has not provided any

information about his circumstances. He did not attend the hearing to provide information about any circumstances that might be considered in this order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 3, 2024.
2. If the unit is not vacated on or before April 3, 2024, then starting April 4, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 4, 2024.
4. The Tenant shall pay to the Landlord \$7,017.40, which represents the reasonable costs of repairing the damage and replacing the damaged property.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant owes the Landlord is \$9,203.40.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 3, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2024 at 7.00% annually on the balance outstanding.

March 27, 2024

Date Issued

Dawn Carr

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 of the Tenant expires on October 4, 2024 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.