



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

**Citation:** MIDLAND HOMES INC. v Austria-sinclair, 2024 ONLTB 6796

**Date:** 2024-02-01

**File Number:** LTB-L-004377-23

**In the matter of:** Unit 30, 1147 Midland Ave  
Toronto ON M1K4G9

**Between:** MIDLAND HOMES INC. Landlord

**And**

Agnes Austria-Sinclair Tenants  
Adam Sinclair

2024 ONLTB 6796 (CanLI)

MIDLAND HOMES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Agnes Austria-Sinclair and Adam Sinclair (the 'Tenants') 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.

This application was heard by videoconference on January 10, 2024.

The Landlord's Legal Representative Andrew Hyland and the Tenants attended the hearing.

**Determinations:**

- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
- The Tenant was in possession of the rental unit on the date the application was filed.
- N7 Notice of Termination

On November 30, 2022, the Landlord gave the Tenant an N7 notice of termination which was deemed served on December 5, 2022. The notice of termination contains the following allegations:

- On or about June 9, 2022, the Tenant plugged in an e-bike battery into the electrical outlet in the rental unit, the battery exploded resulting in a fire in the basement. Smoke engulfed the rental unit, additionally there where 5 other rental units in the residential complex that where affected.
- As a result of the fire, the Tenant and their occupants evacuated the rental unit. From the dangerous and elevated carbon monoxide, the other 5 rental units had to also be evacuated.

- The Tenants and 5 other units (in close proximity of the Tenants unit) had been displaced from their homes. The Tenants were displaced from their rental unit for approximately 8 months. The other 5 units were able to return shortly to their home, on or about June 10, 2022.

4. *Serious Impairment of Safety*

The Tenant has seriously impaired the safety of other Tenants within the residential complex by charging the battery in the basement of the rental unit which caused a fire, excessive smoke, and elevated carbon monoxide levels. The costs incurred by the Landlord to replace/repair and to restore the rental unit were \$72,907.36. Damages to the rental unit included the following:

- Kitchen – new upper and lower cabinets
- Basement –new electrical panel, new floors, and drywall
- New furnace and hot water tank
- Stairs leading to the basement were replaced
- Main level stairway replaced
- Upstairs hallway doors replaced
- Upstairs bedrooms and upstairs bathroom – floors, drywall, and fixtures
- Smoke and CO2 detectors in the upper stairs level
- New electrical wiring throughout the entire rental unit
- All fire alarms required resetting

5. At the hearing, the Tenant Adam Sinclair admitted he plugged in the battery that caused the fire.
6. I will note the Landlord's witness Sabrina Reiter provided evidence to the cause of the fire and the damages. The Tenants did not dispute this evidence, in fact Mr. Sinclair stated, "no issues with the fire report, the e-bike caused the fire and I do not deny what was said, the battery just exploded."
7. I will note during the hearing, Mr. Sinclair made several suggestions about other issues that may have contributed to the battery exploding, but on no occasion presented any evidence to dispute the fire report. Mr. Sinclair also on several occasions admits and accepts the fire report and the ultimate cause of the fire.
8. The Landlord collected a rent deposit of \$1,585.82 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$148.29 is owing to the Tenant for the period from May 15, 2018, to January 10, 2024 .
9. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
10. I asked both parties on submissions on eviction. The Landlord's Legal Representative Mr. Hyland requested the Board consider an 11-day standard order eviction. Mr. Hyland stated that the Landlord is only seeking eviction and no monetary amount.
11. The Tenant Mr. Sinclair requested the Board deny eviction. He stated it has been 19 months since this incident and there have been no other incidents involving the Tenants.

He admitted the e-bike was for his employment, but he no longer requires an e-bike. The Tenants have 3 children living with them, for a total of 5 people, and 2 dogs. Mr. Sinclair states his family falls short of bills in this economy. He is graduating in 2025 and is receiving OSAP but still works to cover bills. Further, Mr. Sinclair stated evicting his family would destroy them and fears he will have to drop out of school.

12. When I examine submissions made both by the Landlord and Tenant, I agree with the Landlord that an eviction is warranted under the circumstances. The Tenant admitted to the fire report which displaced 5 other rental units plus the Tenants. Mr. Sinclair admitted he lost things in the fire that cannot be replaced, but it was an accident and not his fault.
13. Fires could have devastating consequences, in this case the fire caused extensive damage to the Tenants rental unit. The Tenant Mr. Sinclair does not dispute the battery from his e-bike exploded and caused the fire. This fire caused over \$72,000 of damage to the rental unit and thankfully no injuries were sustained by anyone. The safety and security of all tenants is paramount and ensure that rental units provide a secure and comfortable living environment. Evicting the Tenant for causing over \$72,000 of damage is an unfortunate but necessary step.
14. 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 not be unfair to postpone the eviction until March 15, 2024, pursuant to subsection 83(1)(b) of the Act.

**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 March 15, 2024.
2. If the unit is not vacated on or before March 15, 2024, then starting March 16, 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 March 16, 2024
4. The Tenant shall also pay the Landlord compensation of \$52.14 per day for the use of the unit starting January 11, 2024 until the date the Tenant moves out of the unit.
5. The Landlord owes \$1,734.11 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.

**February 1, 2024**  
**Date Issued**

\_\_\_\_\_  
 Anthony Bruno  
 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 September 16, 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.