



Order under Section 69 / 88.1
Residential Tenancies Act, 2006

Citation: Joe William Sweeney v Maria Campanale, 2023 ONLTB 31997

Date: 2023-05-24

File Number: LTB-L-011457-23

In the matter of: 35 CHESSMAN CRT
STOUFFVILLE ON L4A1K7

Between: Joe William Sweeney Landlord

And

Maria Campanale Tenant

Joe William Sweeney (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Campanale (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 building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

This application was heard by videoconference on April 12, 2023.

Only the Landlord attended the hearing.

As of 10:15 a.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. Therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The uncontested evidence is that on February 23, 2023, the Tenant was in the rental unit and either fell asleep or became otherwise incapacitated on the couch, when a kitchen fire broke out.
4. The Landlord and his spouse reside in another unit in the residential complex. The Landlord testified that on that day around 4:45 p.m. the jointly connected NEST smoke detector was triggered. He sent text messages twice to the Tenant, asking what was

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happening that would set off the smoke alarm. He did not receive any response. He then knocked on the Tenant's door but no one answered.

5. As a result of smoke that was now billowing out of the unit, the Landlord made an emergency entry. The Tenant's entry door was unlocked. He discovered that the stove was on and a frying pan was on fire on the stove element. He took decisive action and turned off the stove while attempting to gain control of the situation. He did not call the fire department.
6. The Landlord observed the Tenant was lying on the couch and was initially unresponsive. He attempted to raise her but she only stirred after the fifth or sixth attempt. She was confused and unalert. When advised of the incident, the Tenant was belligerent and refused to cooperate with the Landlord.
7. About one week later, the Landlord smelled burning plastic coming from the Tenant's unit. A text message he sent to the Tenant went unanswered. The Landlord then attended the Tenant's unit and the Tenant permitted him entry. He found a plastic bowl with a hole burnt in it sitting in a small saucepan.
8. The Landlord believes that the Tenant misuses substances, which cause her to become inattentive to her surroundings. He has been in contact with the Tenant's daughter who has confirmed that her mother at times needs supports. He testified that the Tenant smokes in the unit and that there have been previous minor fires in her unit.
9. The Landlord is concerned about fire safety in the residential complex. He testified that he when he had spoken to the Tenant about the issues, the Tenant stated that she intends to move out. He does not know much personally about the Tenant, other than that she is 53 yrs. old, lives alone and has been a tenant in the unit since November 2020.
10. I am satisfied, on the balance of probabilities, that the Tenant's conduct has substantially interfered with the Landlord's reasonable enjoyment of the building and substantially interferes with a lawful right, privilege or interest of the Landlord.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. 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.

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 June 11, 2023.
2. If the unit is not vacated on or before June 11, 2023, then starting June 12, 2023, 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 June 12, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

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5. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2023 at 6.00% annually on the balance outstanding.

May 31, 2023

Date Issued

Elle Venhola

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 November 30, 2023 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.