



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

Citation: Slovak Village Non-Profit Housing v Hambly, 2023 ONLTB 33994

Date: 2023-05-09

File Number: LTB-L-041534-22

In the matter of: 310, 144 FIFTH AVE BRANTFORD
ON N3S7T7

Between: Slovak Village Non-Profit Housing Landlord

And

Dru Hambly Tenant

Slovak Village Non-Profit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Dru Hambly (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 21, 2022. Only the Landlord's agent J. Nichols attended the hearing. As of 1:29 pm, 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. However, I find that it would not be unfair to issue a conditional order prohibiting the Tenant or anyone in their unit from tampering with the smoke alarm for the duration of the tenancy. The Tenant shall also pay the Landlord's filing fee of \$186.00.

2. On July 14, 2022, the Landlord gave the Tenant an N7 notice of termination asserting that the Tenant tampered with the smoke detector in the rental unit.
3. The Tenant was in possession of the rental unit on the date the application was filed.

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N7 Notice of Termination

4. On July 14, 2022, the Landlord gave the Tenant an N7 notice of termination, deemed served that date. The notice contains the following allegation:

- Tampering with the smoke alarm in the Tenant's unit

Serious Impairment of Safety

5. The Landlord's agent J. Nichols (JN) submitted a witness statement from the Superintendent K. Richardson (KR) who attended the rental unit with JN on July 12, 2022 to address a repair issue in the unit. Upon entering the unit, JN and KR noticed that the smoke alarm in the unit near the kitchen area had been removed. The Tenant responded that he did not know where the smoke alarm was. JN and KR advised the Tenant of the risk to safety to the Tenant and other residents by tampering with the smoke alarm in his unit. The smoke alarm was replaced the same date. Follow up inspections have found the new smoke alarm to be in place and functional and therefore, the Landlord submitted that the Tenant appears to have complied with the Landlord's request to not tamper with the smoke alarm.
6. Based on the Landlord's uncontested evidence, I am satisfied that the Tenant has seriously impaired the safety of the residents of the rental complex consisting of 105 units by removing or disabling the smoke detector in his unit. Tampering with or disconnecting/removing a smoke alarm in a multi-unit residential building is a serious safety hazard for all of the tenants of the complex, including the Tenant. The smoke alarm gives early warning of a situation of emergency and enables tenants and the Landlord to address a fire hazard in a timely fashion.
7. This conduct occurred in the residential complex.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

9. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. This is a long-term tenancy since early 2014 in a rent-geared-to-income ('RGI') unit. The rent is \$162.00 per month. The Landlord is willing to work with the Tenant and is agreeable to a conditional order prohibiting the Tenant from tampering with the smoke alarm in his unit. Due to the seriousness of the issue, I find that it is appropriate to order the conditions remain in effect for the duration of the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

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2. The Tenant shall refrain from tampering with, or disabling/disassembling the smoke alarm in the Tenants unit for the duration of the tenancy.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application on or before August 31, 2023.
5. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2023 at 6.00% annually on the balance outstanding.

May 9, 2023

Date Issued

Donna Adams

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.

