



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

Citation: CENTRETOWN CITIZENS OTTAWA CORPORATION v Chartrand, 2023 ONLTB 34511

Date: 2023-05-03

File Number: LTB-L-019327-23

In the matter of: 7, 54 PRIMROSE AVE E
OTTAWA ON K1R6L9

Between: CENTRETOWN CITIZENS OTTAWA CORPORATION Landlord

And

Gilles Chartrand Tenant

CENTRETOWN CITIZENS OTTAWA CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict Gilles Chartrand (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.

This application was heard by videoconference on April 25, 2023. Only the Landlord's Agent, S. Duggan (SD), and the Landlord's Legal Representative, M. Thiele attended the hearing.

As of 9:21 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. On March 2, 2023, the Landlord gave the Tenant a Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex (N7) with a termination date of March 13, 2023. The Landlord alleged in the notice that the Tenant has repeatedly tampered with the heat detector in the rental unit.

2. The Building Manager, SD, testified that each unit in the 29-unit residential complex has a heat detector which, if triggered, sends messages to an independent fire alarm monitoring company hired by the Landlord.
3. On January 30, 2023, the fire alarm monitoring company received a trouble signal and an ensuing inspection of the unit showed the Tenant broke the heat detector. The Tenant informed the Landlord that it was affecting his health and did not care about the Landlord's objections. The Landlord presented a picture of the damaged heat detector as evidence.

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4. On February 21, and February 23, 2023, the Tenant on both occasions damaged the heat detector which was again replaced by the Landlord. Pictures of the heat detector from both dates were also presented as evidence.
5. At a subsequent time on February 23, 2023, the Landlord was again notified of a trouble signal from the unit and another inspection of the unit took place. The heat detector was not replaced at this time but the police were called due to the Tenant's aggressive stance.
6. Since the service of the notice, the Tenant has continued to tamper with the heat detector on March 21, 2023, March 29, 2023, and April 4, 2023, despite entreaties from the Landlord and the police to stop doing so. The Landlord consulted the fire alarm monitoring company on whether the heat detector could be made tamper proof but was informed that would defeat the purpose.
7. Section 66 (1) of the Act provides that a Landlord may give a Tenant a notice of termination of the tenancy if an act or omission of the Tenant, seriously impairs or has seriously impaired the safety of any person; and the act or omission occurs in the residential complex. By repeatedly tampering with the heat detector, whose function is to immediately notify others in the event of a fire, the Tenant has seriously impaired the safety of other persons in the residential complex and created a strong likelihood of an undetected fire that could place the life of others, including that of the Tenant, at serious risk.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$455.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$432.92 is owing to the Tenant for the period from July 1, 1995 to April 25, 2023.
10. 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.

Relief from Eviction

11. The Tenant has resided in the rental unit for almost twenty-eight years and while his conduct certainly raises questions about his overall mental health, the Landlord was unaware of any specific issues. The Landlord's request for making the heat detector tamper proof was denied by the company monitoring the alarm system because it would defeat the purpose of the heat detector. The Tenant's insistence on tampering with the system is alarming and cannot be further condoned, given the enormous risk it portends.
12. I have considered all 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 May 10, 2023.

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2. If the unit is not vacated on or before May 10, 2023, then starting May 11, 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 May 11, 2023. The Sherriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The last month's rent deposit shall be applied to the last month of the tenancy.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 5, 2023

Date Issued

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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 11, 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.