



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

Citation: Grey County Housing v Bonnie Mowers-cook, 2023 ONLTB 33090

Date: 2023-04-25

File Number: LTB-L-065973-22

In the matter of: 9, 214 11TH AVE
HANOVER ON N4N2R1

Between: Grey County Housing Landlord

And

Bonnie Mowers-Cook Tenant

Grey County Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Bonnie Mowers-Cook (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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 17, 2023.

Only the Landlord’s Agent Michael MacLeod attended the hearing.

As of 12.59 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. Since the Tenant did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

Determinations:

Preliminary Issue

1. At the hearing, I found the Landlord’s N5 Notice defective as it did not inform the Tenant whether the Notice was voidable or not. The hearing proceeded considering only the N7 Notice of Termination.

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2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated effective April 30, 2023.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On October 27, 2022, the Landlord mailed the Tenant an N7 notice of termination deemed served on November 1, 2022. The notice of termination contains a termination date of November 27, 2022 and the following allegations:

On October 23, 2022, between 9:00 p.m. and 9:15 p.m. the Hanover Fire Department attended the residential complex for a fire that occurred at the property. A propane cylinder was on fire and the Tenant's son was seen kicking it out of the rental unit and down the hall and stairs and out the back door. The propane cylinder was then kicked towards the garbage dumpster where the Tenant's son attempted to extinguish the flame with an article of clothing while the fire continues to grow. After approximately 8 minutes another person place a wet article of clothing on the propane cylinder. The Tenant's son flees the area before the fire department arrives.

5. The Landlord's Agent Michael MacLeod is a Tenant Services Coordinator for the Landlord. His evidence was the Tenant's son, Elie Cook, has been an occupant of the rental unit since May of 2021.
6. The Landlord called Carrie Chevalier to testify. She is a resident at the residential complex. Her evidence was that she was in her bathroom when she heard someone running down the hallway. She looked out her window and saw Elie Cook with a small propane cylinder that was lit on fire. She observed Elie Cook exit the building and attempt to throw the propane cylinder into the garbage bin. She testified she called the fire department and waited for them to arrive. Once they did, she provided them a statement of what she had seen take place.
7. At the hearing she could not recall the precise date of the event but testified she had provided a statement to the fire department on the day the incident occurred. I was satisfied on a balance of probabilities Ms. Chevalier was giving evidence in relation to the incident alleged on the N7 Notice.
8. The Landlord submitted a number of pieces of short video into evidence from the building's security cameras. They clearly show someone kicking what appears to be a ball of fire out of a rental unit doorway into the hallway. The person proceeds to kick the ball of fire down the hallway and then down a flight of stairs towards an exit to the building. The video evidence also shows the exterior of the building. The same person can be seen kicking the ball of fire towards a garbage bin. This person then leaves the area as the object continues to burn. Ms. Chevalier testified the person in the video is Elie Cook, an occupant of the rental unit. Finally, the video shows a different person attempt to extinguish the flame by throwing something over top of it. The item appeared to be clothing.
9. The Landlord called Captain Robin Hagan of the Hanover Fire Department to testify. His evidence was he attended the residential complex in response to a call regarding a fire near the garbage dumpster at the property. His evidence was the fire had been extinguished by the time he arrived on scene. He testified he spoke with Carrie Chevalier

and took a statement from her. He confirmed the object that had been on fire was a propane cylinder.

10. Based on the uncontested evidence of the Landlord, I am satisfied on a balance of probabilities an occupant of the rental unit or a person permitted in the residential complex by the Tenant has seriously impaired the safety of other residents of the residential complex. This conduct occurred in the residential complex. I take notice that propane cylinders can explode when lit on fire. This propane cylinder was ignited inside the rental unit and then kicked down a hallway of the residential complex clearly endangering other residents. Elie Cook managed to get the flaming propane cylinder outside of the building and kicked it towards the garbage bin. He left the scene while the cylinder remained ablaze, further endangering residents. In particular, he endangered the person that risked their well being to extinguish the fire.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 83 Considerations

12. The Landlord sought an eviction of the Tenant as quickly as possible. The Landlord's Agent testified that since the incident on October 23, 2022 there have been ongoing disturbances involving Elie Cook. These disturbances have occurred as recently as the week prior to the hearing. The Landlord's Agent further stated that residents of the complex are fearful of Elie Cook and his actions.
13. I asked the Landlord's Agent if he was aware of any circumstances the Tenant or Elie Cook may be experiencing that would make an eviction unfair and they were aware of none.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to provide evidence or submissions in support of delaying or denying eviction.

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 30, 2023.
2. If the unit is not vacated on or before April 30, 2023, then starting May 1, 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 1, 2023. The Sherrif 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 total amount the Tenant owes the Landlord is \$186.00.

6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2023 at 6.00% annually on the balance outstanding.

April 25, 2023
Date Issued

John Cashmore
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 1, 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.