



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

Citation: The Corporation of the County of Wellington v Savoie, 2023 ONLTB 30075

Date: 2023-04-12

File Number: LTB-L-063747-22

In the matter of: 204, 576 WOOLWICH ST
GUELPH ON N1H3Y3

Between: The Corporation of the County of Wellington Landlord

And

Crystal Savoie Tenant

The Corporation of the County of Wellington (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Savoie (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 March 27, 2023 at 09:00 am.

Only the Landlord Representative Peter Schroeder, the Landlord's Agent Lynne Johnson and the Landlord's Witness's Kate Gerreman and Barry Williams attended the hearing.

As of 09:30 am, 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.

2. On October 28, 2022, the Landlord gave the Tenant an N7 Notice of termination (N7 Notice) deemed served on the same date. The termination date on the notice was November 30, 2022. The N7 Notice alleges:
 - a. On September 14, 2022 employees of the Landlord as well as the Fire Prevention Officer (FPO) from the City of Guelph fire department performed a general inspection and found excessive accumulation combustible materials stored throughout the unit, in areas designed as exits and in close proximity to ignition sources. It was also determined that the Tenant had disconnected the smoke detector. As a result of this an Inspection Order pursuant to the Fire Protection and Prevention Act, 1997, was issued as a result. A copy of the Inspection Order was included with the notice;
 - b. On October 21, 2022 with proper notice having been given the Tenant denied entry to rental unit by the Landlord and a FPO;
 - c. On October 28, 2022 employees of the Landlord as well as the Fire Prevention Officer (FPO) from the City of Guelph fire department performed a follow-up inspection to the Fire Department's inspection order and found that the Tenant had not complied with the order and had again disconnected the smoke alarm. As a result charged the Tenant with non-compliance. A copy of charge referral sheet was included with the notice;
 - d. Support and accommodation have been offered to the Tenant at every stage of engagement on the above issues and the Tenant has refused each time;
 - e. The dangerous conditions in the Tenants' unit continues to pose an extremely serious impairment of safety for all people who reside in, work at, or visit the residential complex; and
 - f. The Landlord may apply for lawful termination of the Tenants' tenancy after the proper serving of the Notice.
3. The Tenant was in possession of the rental unit on the date the application was filed.

Landlords Evidence and Submissions

4. On September 14, 2022 employees of the Landlord along with the Landlord's Witness Barry Williams, a Fire Prevention Officer (FPO Williams) with the City of Guelph Fire Department, conducted a fire safety inspection of the rental unit and found that the smoke detector was tampered with and dismantled, there was excessive accumulation of personal items both benign and combustible (paint thinner, lighter fluid, aerosol sprays) stored throughout all rooms of the rental unit, including in areas designated as exits and areas in close proximity to ignition sources. This was supported by pictures entered in

evidence. Before leaving the rental unit FPO Williams re-installed the smoke detector. This was supported by FPO Williams's testimony.

5. Immediately following this inspection an order was issued by FPO Williams, directing the Tenant to remove the combustible products, clear all exits of any materials that could impede evacuation or emergency responders and to not tamper with the smoke alarm. The deadline to comply with this order was October 17, 2022. A copy of the order dated September 14, 2022 was entered in evidence.
6. On October 21, 2022, another inspection was scheduled to be conducted but upon arriving to the rental unit it was discovered that the Tenant had changed the locks to the rental unit and denied entry.
7. On October 26, 2022 employees of the Landlord along with FPO Williams were able to gain entry to the rental unit to conduct a follow-up inspection in accordance with the September 14, 2022 order. Upon gaining entry FPO Williams observed that the September 14, 2022 order has not been complied with. The smoke alarm was again dismantled and there were additional items, both benign and combustible, blocking the entry and exits to the rental unit. The items were stored in a manner that there is a risk of toppling and they are located close to ignition sources.
8. FPO Williams testified that the condition of the unit not only represented a clear violation of municipal by-laws but also a clear and present danger to the Tenants and other occupants of the rental complex. Pictures of the rental unit were entered into evidence. These pictures depict items strewn about the apartment in such volume and excess that it was hard to identify the defining characteristics of a room's purpose or dimension. FPO Williams also testified to repairing the smoke alarm again on October 26, 2022.
9. Following this inspection, the Landlord issued the N7 Notice directing the Tenants to comply with the following conditions in order to void the Notice of Termination:
 - a. Reduce and maintain the amount of combustible materials in the dwelling unit to within one metre of the ceiling height to ensure adequate clearance for the smoke alarm and not represent a toppling hazard;
 - b. Reduce the total combustible items by 30% to reduce risk of fire spread and severity of fire if occurred;
 - c. Provide and maintain minimum aisles width of 1 metre in all access to exits (halls) throughout the dwelling to allow for egress in event of emergency;
 - d. Provide and maintain exits doors with minimum 1 metre clearance such that they are unobstructed and may operate as designed to allow for egress in the event of a fire emergency;
 - e. Provide access to exit from each room of the dwelling unit with a 1 metre access to exit throughout. The access route must be clear of any obstruction from the floor to

ceiling with the intent to provide a safe means of egress for the occupant and emergency responders; and

- f. Provide a minimum of 1 metre clearance of combustible items from ignition sources to include providing a 1 metre clearance from the electric stove and electrical panel to ensure there is no accidental ignition.
10. Subsequent to the service of the N7 Notice another inspection was conducted on February 2, 2023 during which it was found that yet again the smoke alarm had been disabled, and none of the conditions as set out in the order by FPO Williams on September 14, 2022 or the N7 Notice had been met. The Tenant had not moved their personal items, both benign and combustible so as not to block the entry and exits to the rental unit, or to prevent them from being toppling hazards and to not be close to ignition sources
11. The Landlord also discovered that the Tenant had erected “booby traps” placed throughout the unit to impede access and cause harm. Pictures of these traps were entered in evidence. Specifically, the Tenant had affixed heavy metal chains in such a way that they may strike an unsuspecting person in the head. This was supported by the Landlord Witness Kate Gerreman (KG) who testified she was struck in the head by one of the chains.
12. It was KG’s testimony that on February 2, 2023, the Tenant was combative and repeatedly demanded that they leave. Pictures and a video from this visit were entered in evidence. These pictures and video depicted the rental unit unchanged and by my estimation even more cluttered and obstructed than before.
13. KG also testified that in her capacity as the Housing Community Support worker she had on repeated occasions attempted to get the Tenant social assistance and mental health treatment. It was her opinion that all efforts had been made to maintain the tenancy but the Tenant’s unwillingness to comply had become a real and present danger to themselves and other tenants. She also submitted that the Tenant, contrary to an existing order, had been allowing an unauthorized individual on to the rental property and was actively using him to disrupt their efforts to rectify the situation.
14. The Landlord Representative submitted that eviction is the only acceptable outcome given the severity of the issues and the Tenant’s refusal to comply with both the City of Guelph Fire Prevention Office and the N7 Notice. He also submitted that the Landlord had certified delivery of the Notice of Hearing (NOH) to the Tenant and provided copies of the Notice, application and the Landlord’s disclosure to ensure the Tenant could reasonably participate.

Analysis

26. The N7 Notice was served under sections 66(1) of the *Residential Tenancies Act, 2006* (“The Act”):

Termination for cause, act impairs safety

66 (1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
- (b) the act or omission occurs in the residential complex.

- 15. Based on the uncontested testimony and evidence presented, I am satisfied that the Landlord has proven that the Tenant or another occupant of the rental unit or a person permitted in the residential complex by the Tenant seriously impairs the safety of any person living in the residential complex, including themselves and the conduct occurred in the residential complex.
- 16. The overwhelming evidence and testimony from FPO Williams clearly establish that the Tenant's behavior poses a risk to themselves and others. Specifically, the number of items strewn about the rental unit make it clear that it would be difficult to escape, in case of fire, in a quick and safe manner. Likewise, its clear that the amount of items present would also pose an issue for first responders attempting to rescue any persons inside. I accept the evidence of FPO Williams that the placement of combustible items near ignition sources, such as the stove, represents a clear and present danger to the Tenants and other persons living in the rental complex.
- 17. Additionally, KG's testimony along with the repeated inspections clearly demonstrates that the Tenant has no regard for their safety or the safety of others within the residential complex and that any further delay poses a real risk to all those involved.

Relief from eviction

- 18. 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.
- 19. The Tenant has had ample opportunity to comply with both the City of Guelph Fire Prevention order and the N7 Notice but has failed to do so. The Tenant was not present at the hearing to seek relief despite having been properly served with the Notice of Hearing. I am satisfied on the balance of probabilities that to grant relief would be unfair to the Landlord and other tenants within the residential complex given the serious and ongoing risks created by the Tenant's conduct.

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 17, 2023.
2. If the unit is not vacated on or before April 17, 2023, then starting April 18, 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 April 18, 2023. The Sherriff is requested to expedite the enforcement of this order.

April 12, 2023

Date Issued

Kelly Delaney

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 October 18, 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.