



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

Citation: New Frontiers Aboriginal Residential Corporation v Coates, 2023 ONLTB 18792

Date: 2023-02-06

File Number: LTB-L-061132-22

In the matter of: 102, 419 COXWELL AVE
TORONTO ON M4L3B9

Between: New Frontiers Aboriginal Residential Corporation Landlord

And

Constance Coates Tenant

New Frontiers Aboriginal Residential Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Constance Coates (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 someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

New Frontiers Aboriginal Residential Corporation (the 'Landlord') applied for an order requiring Constance Coates (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on February 1, 2023.

Only the Landlord's Representative, Carrie Aylwin attended the hearing. Witnesses for the Landlord included Constable Vaccari, Constable Darren Gail and Angus Palmer (AP). The Tenant was not present or represented at the hearing although properly served with notice of this hearing

by the LTB. On January 24, 2023, the Landlord also mailed the Tenant, by 2 day express post, evidence the Landlord intended to rely on at the hearing including a copy of the application and Notice of this hearing. 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 tenancy is terminated.

N6 and N7 Notices of Termination

2. On October 4, 2022, the Landlord gave the Tenant an N6 and N7 notice of termination. The notice of termination contains the following allegations: On September 20, 2022, the Tenant seriously impaired the safety of other tenants by intentionally causing a fire outside the door of unit 310 which damaged the door and cause smoke damage to the hallway. The Tenant was charged with arson under section 433 and 434 of the Criminal Code of Canada.
3. On September 20, 2022, at approximately 1:25 a.m., I find the Tenant committed an illegal act in the rental unit by starting a fire outside the door of unit 310 in the residential complex. AP testified the Tenant, as corroborated by the video evidence, intentionally started a fire to the door of apartment 310. The video shows the Tenant starting the fire and watching it escalate. Both Constables testified they responded to the fire, along with fire services and paramedics and assisted with evacuation of all residence in the building. They also testified they arrested the Tenant and charged her with arson. Based on the evidence before me I find the Tenant committed an illegal act of Arson under the Criminal Code of Canada and her behaviour had the potential to effect the character of the residential complex. There was no evidence of injury, but the Tenant's action also had the potential seriously impair the safety of other tenants in the residential complex.

Compensation for damages

4. The Landlord amended the application and is seeking damage under section 89 of the Act in the amount of \$1,130.00. The Landlord has proven that the Tenant has wilfully caused undue damage to the rental unit and residential complex. The Landlord provided photographs of the damage to the door, frame and walls caused by the fire. The Landlord provided an invoice for reasonable costs they paid to repair the damage. The invoice included charge of \$791.00 to repaint the wall and repair the door to unit 310 and \$339.00 to clean the carpet. As such, the Tenant owes the Landlord \$1,130.00 for the damage.

Relief from eviction

5. 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.
6. The Tenant did not attend the hearing to make submissions about preserving the tenancy. There is a daycare in the complex along with 44 other units in the rental unit. The fire was started in the early morning hours while tenants were sleeping, it was intentional started and posed a serious risk and safety concern of other tenants in the complex.

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 February 17, 2023.
2. On or before February 17, 2023, the Tenant shall pay to the Landlord \$1,130.00, which represents the reasonable costs of repairing the damaged property.
3. If the Tenant does not pay the Landlord the full amount owing* on or before February 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2023 at 5.00% annually on the balance outstanding.
4. If the unit is not vacated on or before February 17, 2023, then starting February 18, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 February 18, 2023. The Sheriff is requested to expedite the enforcement of this order.

February 6, 2023

Date Issued

Sandra Macchione
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 August 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.

