



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: Ilyas v Atkinson, 2023 ONLTB 15031

Date: 2023-01-11

File Number: LTB-L-052707-22

In the matter of: Basement Apartment, 1420 Major Oaks Road Pickering
ON L1X2T2

Between: Muhammad Ilyas Landlord

And

Jesse Laird, Regan Atkinson Tenants

Muhammad Ilyas (the 'Landlord') applied for an order to terminate the tenancy and evict Jesse Laird and Regan Atkinson (the 'Tenants') because the Tenants have seriously impaired the safety of any person and the act or omission occurred in the residential complex; and the Tenants have wilfully caused undue damage to the premises.

Muhammad Ilyas (the 'Landlord') also applied for an order requiring Jesse Laird and Regan Atkinson (the 'Tenants') 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 Tenants.

This application was heard by videoconference on January 9, 2023.

Only the Landlord attended the hearing.

As of 1:33 p.m., the Tenants were 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. The Tenants had to leave the rental unit on the night of September 9, 2022, after causing a fire and destroying the rental unit completely. The Tenants have not moved back in since.
2. On September 11, 2022, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations: that on September 9, 2022, the Tenants caused negligent damage to the rental unit by causing a fire due to smoking and leaving whatever what was smoked still burning. The Tenants then exited the unit and

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failed to call 911 or the Landlord to report the fire. The Tenants also endangered the lives of the other tenants living in the building.

3. The Landlord submitted many pictures of the damages as well as the Fire Investigation Report into evidence. The Fire Investigation Report stated that at 8:16 pm on September 9, 2022, the fire crews arrived on the scene to put out the fire and investigate the cause.
4. The report contained the following: *'During the scene examination it was determined that the fire started on the couch positioned along the wall of the bedroom. The floor under this area showed little damage and soot deposits on the remaining walls support this location. Heat from the combustion damaged the ceiling above and burst a pipe controlling the fire and reducing the spread. On the floor where the couch would have been located, several different smoking devices and products were found including cigarettes, lighter, electric vaping pen, and Cannabis packages. Cigarette butts were found melted into the couch cushions. The tenant also described having a vape pen on the couch. Electrical receptacles and wiring were found behind the couch but were intact and showed no signs of fire damage only mechanical damage caused by overhaul. Fire started on the couch in the combustible textiles and spread into the foam. Fire spread up the couch and continued to produce a fuel rich smoke layer. The door was closed so combustion slowed, heat eventually damaged the ceiling and the sprinkler activated. The closed door limited the fire development Total dollar loss \$60,000.00.'*
5. The Tenants have wilfully caused undue damage to the rental unit by starting the fire and the Landlord is seeking \$60,000.00 from the Board in compensation as well as lawful possession of the rental unit.
6. The Landlord's claim for the damages of \$60,000.00 caused by the Tenants exceeds the Board's monetary jurisdiction of **\$35,000.00**. The Landlord indicated a desire to proceed with the hearing of the application and voluntarily waived the portion of the claim that exceeds the Board's monetary jurisdiction.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. This order contains all of the reasons in this matter and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of September 9, 2022, the date the Tenants caused the fire in the rental unit.
2. The Tenants shall pay to the Landlord **\$35,000.00**, which represents the reasonable costs of repairing the damage and/or replacing the damaged property. The Board is only authorized to order the Tenants to pay the maximum of its monetary jurisdiction of \$35,000.00.
3. The Tenants shall also the Landlord **\$186.00** for the cost of filing the application.

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4. If the Tenants do not pay the Landlord the full amount owing on or before January 21, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 22, 2023, at 5.00% annually on the balance outstanding.

January 11, 2023**Date Issued**

Michael Di Salle

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.