



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

**Citation:** Huron County Housing Corporation v Wellstead, 2023 ONLTB 13917

**Date:** 2023-01-05

**File Number:** LTB-L-038879-22

**In the matter of:** 214, 52 BRISTOL TERRACE  
WINGHAM ON N0G2W0

**Between:** Huron County Housing Corporation Landlord

**And**

Steven Wellstead Tenant

2023 ONLTB 13917 (CanLII)

Huron County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Wellstead (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; and
- 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.

This application was heard by videoconference on December 14, 2022.

Only the Landlord's Agent, Amanda Stevenson, attended the hearing.

As of 9:32 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated on January 16, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. The Landlord's application is based on an N7 Notice of termination ('N7 Notice') given to the Tenant on July 8, 2022 with a termination date of July 28, 2022. The N7 Notice contains the allegations that the Tenant seriously impaired the safety of another person and wilfully caused damage to the rental unit.

#### Serious Impairment of Safety and Undue Damage

4. The Landlord's Agent submitted that on June 1, 2021 an inspection was conducted in the rental unit. She submitted it was observed that the smoke detector in the rental unit had been removed, the stove had been tampered with, and there was visible damage to a closet door.
5. The Landlord's Agent submitted a series of photographs as evidence which showed the smoke detector missing from its base on the ceiling, the centre portion of a stove element removed exposing the wires, and a large hole in the closet door.
6. The Landlord's Agent submitted that on June 27, 2022, a second inspection of the rental unit was conducted. She submitted a series of photographs as evidence which showed the smoke detector hanging from its base and from one wire, the closet full of degrading garbage, and the knobs removed from the stove.
7. The Landlord's Agent submitted that on July 6, 2022, a third inspection of the rental unit was conducted where it was found the Tenant had tampered with the smoke detector again. A photo was submitted as evidence which showed the smoke detector hanging from its base detached from the live red wire.
8. Based on the uncontested evidence before the Board, I find that tampering with the smoke detector and the stove in the rental unit is a serious impairment of safety of the Tenant, the other residents, and the residential complex. There is a risk of fire or other injury to the residents and the building when there is no warning system in place about fires, and the Tenant has wilfully tampered with this system. Consequently, the Tenant's behaviour has seriously impaired the safety of other persons and these acts occurred in the residential complex.
9. However, I am not satisfied that the Tenant caused wilful damage to the rental unit. The Landlord's Agent submitted a photo of a hole in the closet door but did not provide any evidence to support the allegation that the Tenant, an occupant of the rental unit, or someone the Tenant permitted in the residential complex intentionally punched a hole in the closet door nor was there any evidence before me that the garbage in the closet caused any undue damage.

#### Daily Compensation

10. The Tenant was required to pay the Landlord \$3,212.61 in daily compensation for use and occupation of the rental unit for the period from July 29, 2022 to December 14, 2022.

11. Based on the Monthly rent, the daily compensation is \$23.11. This amount is calculated as follows: \$703.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Relief from eviction

14. I do not believe that a conditional order would be appropriate in these circumstances as the Tenant disconnected the smoke detectors after they were replaced by the Landlord on two prior occasions.
15. As previously expressed, behaviour that is serious and potentially harmful to the other residents in the residential complex requires immediate action. The Tenant did not attend to defend against the allegations or present any arguments as to why an eviction should not be granted. The safety of the other residents must be taken into consideration therefore I grant the Landlord's request for termination of the tenancy.
16. 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.

**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 January 16, 2023.
2. If the unit is not vacated on or before January 16, 2023, then starting January 17, 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 January 17, 2023.
4. The Tenant shall pay to the Landlord \$3,212.61, which represents compensation for the use of the unit from July 29, 2022 to December 14, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$23.11 per day for the use of the unit starting December 15, 2022 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$3,398.61.

8. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2023 at 5.00% annually on the balance outstanding.

**January 5, 2023**  
**Date Issued**

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Susan Priest  
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 July 17, 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.