



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

**Citation:** Windsor Essex Community Housing Corporation v Liddle, 2023 ONLTB 13870

**Date:** 2023-01-05

**File Number:** LTB-L-039999-22

**In the matter of:** 604-395 University Avenue East  
Windsor, ON N9A 2Z2

**Between:** Windsor Essex Community Housing Corporation Landlord

**And**

Kellie Liddle Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kellie Liddle (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.

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 19, 2022.

Only the Landlord's agent Tamara Membremo and the Landlord's Legal Representative Madeline Roy attended the hearing.

As of 9:33 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 and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 6, 2022, the Landlord gave the Tenant an N7 notice of termination deemed served that same date. The notice of termination contains the following allegations:
  - a) That during an inspection of the Tenant's unit on June 27, 2022, the Landlord discovered that the Tenant had removed the unit's smoke detector.
4. The Landlord's agent testified that on June 27, 2022, an inspection of the Tenant's unit had taken place which resulted in the discovery that the unit's smoke detector had been

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removed, rendering it inoperable. A picture of the missing smoke detector was entered into evidence.

5. The Landlord's agent testified that the issue was raised with the Tenant about the importance of smoke detectors, and she agreed not to disconnect it again. A further inspection of the unit was conducted on December 1, 2022 and the smoke detector was connected. The Landlord's agent testified that the smoke detector had been disconnected for at least a couple of weeks by the time the issue was reported to the Landlord by maintenance staff.
6. The Landlord's agent testified that approximately 200 other tenants live in the residential complex and that the Tenant's action of disconnecting the smoke detector seriously impaired the safety of the other tenants.
7. Section 66(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act'), states:

*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.*
8. The Divisional Court decisions in *Musse v. 6965083 Canada Inc.*, 2021 ONSC 1085 (CanLII) and *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII) confirm that serious impairment of safety includes both actual impairment and a real risk of impairment.
9. Based on the Landlord's uncontested evidence, I find on a balance of probabilities that the Tenant has seriously impaired the safety of both herself and the other tenants in the residential complex by removing the smoke detector in her unit.
10. The Tenant was required to pay the Landlord \$618.61 in daily compensation for use and occupation of the rental unit for the period from July 26, 2022 to December 19, 2022.
11. Based on the Monthly rent, the daily compensation is \$4.21. This amount is calculated as follows: \$128.00 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.
14. The Tenant was not in attendance for the hearing. The Landlord's agent testified that since the Tenant moved into the unit in May of 2022, the tenancy has not been positive wherein the Landlord has had to deal with various issues including noise complaints, visits from the police and fights in the Tenant's unit.

15. As such, 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 not be unfair to postpone the eviction until January 31, 2023 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

16. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 31, 2023.
17. If the unit is not vacated on or before January 31, 2023, then starting February 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
18. 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 1, 2023.
19. The Tenant shall pay to the Landlord \$618.61, which represents the total amount of daily compensation for use of the unit starting July 26, 2022, until December 19, 2022.
20. The Tenant shall also pay the Landlord compensation of \$4.21 per day for the use of the unit starting December 20, 2022 until the date the Tenant moves out of the unit.
21. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
22. The total amount the Tenant owes the Landlord is \$804.61.
23. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2023 at 5.00% annually on the balance outstanding.

**January 5, 2023**

**Date Issued**

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Jagger Benham

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 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.

