



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

Citation: Huron County Housing Corporation v Brown, 2022 ONLTB 14228

Date: 2022-12-14

File Number: LTB-L-054197-22

In the matter of: 108, 31 MAIN ST RR 1
ZURICH ON N0M2T0

Between: Huron County Housing Corporation Landlord

And

Thomas Brown Tenant

Huron County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Brown (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 December 6, 2022. The Landlord's agent Amanda Stevenson and the Tenant attended the hearing. Lesley McNeil appeared as agent for the Tenant.

Determinations:

1. The Landlord's application is based on an N7 notice of termination served to the Tenant on September 21, 2022 with a termination date of October 12, 2022. The N7 notice alleges that the Tenant has seriously impaired the safety of another person within the residential complex by starting uncontrolled fires in the common areas of the residential complex.
2. The residential complex is a low-rise apartment building consisting of twenty units.
3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, in consideration of all of the circumstances, I find it would not be unfair to grant relief from eviction by way of conditional order.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. On August 29, 2022 the Tenant started two fires in the common area of the residential complex. The first fire was started on the front walkway of the building and the second fire

was started in the parking lot of the residential complex. Both fires were started by using newspapers and flyers. The Landlord submitted into evidence photographs taken from the Landlord's security cameras (LL exhibit #1).

6. On September 5, 2022, the Tenant lit a pizza box on fire in the shared patio area of the residential complex. The Landlord submitted into evidence photographs taken from the Landlord's security cameras (LL exhibit #2).
7. The Tenant agreed to the conduct alleged on the Landlord's N7 notice but argued that the fires were small and not severe.

Analysis:

8. Section 66(1) 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.

9. Based on the evidence before the Board, I am satisfied that the Tenant has seriously impaired the safety of not only himself, but other residents within the residential complex. The evidence is clear that the Tenant has started uncontrolled fires in the common areas of the residential complex on three occasions. In *Furr v. Courtland Mews Cooperative Housing Inc., 2020 ONSC 1175* (CanLII) the Divisional Court confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment. In this case, although nobody was harmed by the fires, I find that there was a risk of the fires spreading and as such, the risk of impairment was present on these two dates.

Relief from eviction:

10. The Tenant testified that he suffers from schizophrenia and has recently undergone a change in medication to curb his behaviour. The Tenant has resided in the rental unit for approximately six years and is on a fixed income. The Tenant further stated that he understands the Landlord's concerns and agreed to not repeat the conduct alleged in the N7 notice.
11. Ms. McNeil provided testimony in support of the Tenant. Ms. McNeil is a registered nurse who has been working with the Tenant during the last few months. Ms. McNeil testified that during the alleged incidents, the Tenant was struggling with his disability and has since had his medication increased to help his condition. Ms. McNeil confirmed that going forward, she can check in on the Tenant and ensure that he is taking his prescribed medication to ensure the alleged conduct does not repeat.

12. The Landlord did not challenge the Tenant's evidence by way of cross-examination and confirmed that there have been no repeated incidents since serving the notice of termination.
13. Based on the submissions of the parties, I find that it would not be unfair to grant relief from eviction and allow the Tenant an opportunity to preserve his tenancy. The Tenant is a person with a disability and has taken the appropriate steps to ensure the conduct does not repeat going forward. The Tenant's evidence was also uncontested that his support personnel would continue to monitor and ensure that he is taking his prescribed medication to ensure the prior behavior does not repeat.
14. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - a) The Tenant shall refrain from starting uncontrolled fires within the residential complex.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. 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 4.00% annually on the balance outstanding.

December 14, 2022

Date Issued

Fabio Quattrociochi

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 June 20, 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.