



## Order under Section 69 / 89 Residential Tenancies Act, 2006

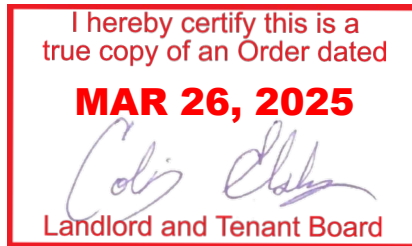
File Number: LTB-L-061945-24

**In the matter of:** APT/UNIT 5, 205 FIRST ST E  
CORNWALL ON K6H1K9

**Between:** SHABBIR DARESHANI  
SITARA DARESHANI

**And**

JODY BURGESS



Landlord

Tenant

SHABBIR DARESHANI and SITARA DARESHANI (the 'Landlord') applied for an order to terminate the tenancy and evict JODY BURGESS (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 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

SHABBIR DARESHANI and SITARA DARESHANI (the 'Landlord') also applied for an order requiring JODY BURGESS (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 January 27, 2025.

Only the Landlord, the Landlord's legal representative, Lisa Duchene, and the Landlord's support person, Farrukh Dareshani, attended the hearing.

As of 11:38am, 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.

The Landlord called one witness, Matthew Testa ("MT")

**It is determined that:**

1. Based on the evidence before me, I am satisfied on a balance of probabilities that the Tenant willfully damaged the rental unit and the residential complex and the Tenant seriously impaired the safety of themselves and others by removing the smoke detector in the rental unit and blocking egress exits.

*N7 Notice*

2. The Landlord served the Tenant with an N7 Notice to Terminate the tenancy alleging that the Tenant and/or someone visiting or living with the Tenant seriously impaired the safety of others in the residential complex by removing the smoke detector in the rental unit, blocked egress exits, created several electrical hazards and wilfully caused undue damage to the rental unit and the residential complex.

*Serious Impairment of Safety*

3. The Landlord testified that the residential complex is a multi unit building with approximately 4 units. The Tenant in this application rents the unit on the 3<sup>rd</sup> floor in the building.
4. The Landlord testified that from December 2023 until the service of the notice, the Tenant has engaged in activities that has caused serious safety issues in the rental unit and complex. The Landlord submitted photos of the rental unit and the condition the Tenant has left it in. The Tenant has dismantled smoke alarms and fire exit signs, has blocked egresses, has damaged walls that have fire separations as well as creating electrical safety hazards with propane tanks and temporary generators. The local fire department has condemned the building because of the damage the Tenant has caused.
5. The Landlord also called a witness, MT, a fire safety inspection officer with the municipality of Cornwall, who spoke to the state of the rental unit and his inspections of it. I found his evidence to be credible and reliable.
6. Section 66(1) of the *Residential Tenancies Act, 2006* (the 'Act') says:

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.

7. As held in *SOL-26261-12, 2012 LNONLTB 2628*, it is not necessary that anyone has actually been hurt or injured. It is sufficient that it is foreseeable that the act or omission could have resulted in or may result in a serious impairment of safety. The impairment of safety must be serious.

8. Based on the Landlord's uncontested evidence, I am satisfied, on a balance of probabilities, that the Tenant or their guest has seriously impaired the safety of another, and this act occurred in the rental unit. I am also satisfied that the Tenant has wilfully caused damage to the rental unit and the complex.

*Compensation for Damages*

9. The Landlord testified that they believe the costs of repairing all the damage to be \$30,000.00 to \$40,000.00. They are only claiming \$5,000.00 in the application.
10. I am not satisfied the cost to repair the damage will amount to any amount. The Landlord did not submit any screenshots or receipts showing the costs of materials or any quotes from a contractor providing an estimate of the costs to repair the damage. The Landlord did not provide any reasonable basis for how they came to the estimated amount of \$5,000.00 for the damage. Accordingly, the Landlord's claim for costs to repair or replace the damaged property is denied.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

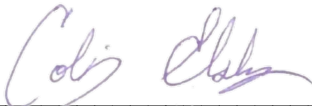
*Section 83*

12. The Tenant was not present to disclose any circumstances for me to consider delaying or denying eviction. I 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 March 31, 2025.
2. If the unit is not vacated on or before March 31, 2025, then starting April 1, 2025, 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 April 1, 2025.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2025 at 5.00% annually on the balance outstanding.

**March 26, 2025**  
**Date Issued**

  
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Colin Elsby  
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 October 1, 2025 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.