



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kim v MacDonald, 2026 ONLTB 1018

Date: 2026-01-07

File Number: LTB-L-041085-25

In the matter of: 6, 2 ACADEMY ST
ST CATHARINES ON L2R4Z8

Between: Kyunglae Kim Landlords
Ju Yeon Bae

And

Mandy MacDonald Tenants
David Goodclife

Kyunglae Kim and Ju Yeon Bae (the 'Landlords') applied for an order to terminate the tenancy and evict Mandy MacDonald and David Goodclife (the 'Tenants') because the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on September 22, 2025. Only the Landlord, Ju Yeon Bae, the Landlords' Legal Representative, Judith Callender, and the Landlords' witness, Paul Marquis ('PM') attended the hearing.

As of 9:26 a.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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On May 6, 2025, the Landlords gave the Tenants an N7 notice of termination, deemed served on May 7, 2025, with a termination date of May 31, 2025 (the 'N7 Notice'). In summary, the N7 Notice alleges the following:
 - March 1, 2025, the Tenants' guests brought a gas generator into the residential complex and left it in the common area foyer.
 - April 3, 2025, the Tenants' guests brought a propane tank into the rental unit.
 - April 7, 2025, the rental unit was inspected by a maintenance worker and a fire inspector. During the inspection the rental unit was found to be in deplorable condition.
 - The Tenants are attempting to bring in a gas generator and propane tank into the rental unit to use as a power source because the Tenants does not have hydro.
4. PM is a friend of the Landlord and provides assistance to the Landlords with respect to the day-to-day operation of the residential complex.
5. It was PM's evidence that the heating in the rental unit is electric, and the Tenants are responsible for paying the hydro bills for the unit under the lease. However, the Tenants have not and, as a result, the Tenants have not had hydro for approximately 3 years. A copy of the lease agreement was tendered as evidence.
6. PM testified with respect to the incidents that occurred in the N7 Notice and tendered photos taken from the Landlord's security cameras as part of his evidence. A summary of his evidence is as follows:
 - On March 1, 2025, the Tenants' guests were seen on the Landlords' cameras bringing in a gas-powered generator. PM knew they were the Tenants' guests as one of the Tenants, David Goodclife ('DG'), was seen propping the door open for the guests that were bringing in the generator. DG was also seen getting a dolly to place the generator on. PM knew it was a gas generator due to the complaints of the smell of gas he received and the generator leaked gas in the foyer.
 - The gas-powered generator was ultimately removed by a maintenance worker and the Tenants denied that it was theirs.
 - On April 3, 2025, a man was seen on the Landlords' cameras taking a propane tank to the rental unit.
 - Notice of entry was given to the Tenants to do a maintenance and fire inspection on April 4, 2025. However, PM and the fire inspector were not permitted entry on April 4, 2025 and were told to come back on April 7, 2025.
 - PM and the fire inspector inspected the rental unit on April 7, 2025 and found the unit to be in deplorable condition with an excessive amount of items. During the inspection, they were not able to locate the propane tank.
 - PM received letters from two residents of the residential complex, which letters stated that they had seen someone carrying a propane tank to the rental unit and/or that the Tenants are using the propane tank as a heat source in their unit. These letters were tendered as evidence and dated April 9 and 24, 2025, respectively.

Analysis

7. Based on the uncontested evidence of the Landlords' witness, I find, on a balance of probabilities, that the Tenants have seriously impaired the safety of others in the residential complex by bringing in, or allowing to be brought in, a propane tank to the rental unit.
8. Although PM and the fire inspector did not locate the propane tank during their inspection on April 7, 2025, I find that it is more likely than not that the Tenants removed it in advance of the inspection or that PM and the fire inspector were unable to locate it due to the amount of items in the rental unit. This is also supported by the letters written by other residents of the building which state that they saw the propane tank and/or that the Tenants were using it as a heat source, which were dated after the inspection took place.
9. The evidence suggests that it is likely that the Tenants are using the propane tank as a source of heat or in lieu of using electricity to power items. Even if the Tenants are not using the propane tank in this manner, I still find that storing a propane tank in the rental unit seriously impairs the safety of others given that propane tanks are not intended to be stored indoors in enclosed spaces due to the very real risk of explosion if the tank comes into contact with heat sources, flames or sparks.

Daily Compensation & Filing Fee

10. Based on the monthly rent, the daily compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
11. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction / Section 83 of the Act

12. The Landlord's Legal Representative requested termination as soon as possible due to safety concerns. As the Tenants were not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenants that would give rise to delaying or denying eviction. The Landlord's Legal Representative submitted that they were not aware of any such circumstances.
13. 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 as it would be prejudicial to the Landlord. The Tenants did not attend the hearing to dispute the claims against them or to request relief from eviction. As such, the Tenants will have until January 18, 2026 to vacate the rental unit.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 18, 2026.

2. If the unit is not vacated on or before January 18, 2026, then starting January 19, 2026, the Landlords 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 Landlords on or after January 19, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenants shall pay the Landlords compensation of \$31.23 per day for the use of the unit starting September 23, 2025 until the date the Tenants move out of the unit.
5. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlords the full amount owing on or before January 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Rachel Gibbons
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 Tenants expires on July 19, 2026 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.