



Order under Section 69 Residential Tenancies Act, 2006

Citation: Beloy v Dennett, 2026 ONLTB 1061

Date: 2026-01-09

File Number: LTB-L-042020-25

In the matter of: 3, 416 BEATRICE ST
LONDON ON N5W5A7

Between: Roselyn Beloy

Landlord

And

John Dennett

Tenant

Roselyn Beloy (the 'Landlord') applied for an order to terminate the tenancy and evict John Dennett (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; and
- 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.

This application was heard by videoconference on September 22, 2025. The Landlord, the Landlord's Legal Representative, Preston Haynes, and the Tenant attended the hearing.

Determinations:

Allegation Withdrawn

1. At the commencement of the hearing, the Landlord's Legal Representative submitted that they did not wish to proceed on the allegation that 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. Accordingly, this portion of the application was withdrawn.

The Application

2. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On May 9, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of May 23, 2025 (the 'N7 Notice'). In summary, the N7 Notice alleges the following:
 - In August 2023, the Tenant failed to install a wax seal when he replaced the toilet in the rental unit and this caused a leak requiring the attention of a plumber.
 - Sometime in 2023, the sink was repaired by a plumber but the Tenant replaced what the plumber had installed, which led to leaking.
 - In August 2024, the Tenant's guest engaged in rude and harassing behaviour towards the Landlord.
 - In 2024, the Tenant provided copies of his key to the rental unit to his guests without the Landlord's authorization.
 - In March 2025, the Tenant was given verbal notice of the roof leaking and asked to move out but he refused.
 - In April 2025 the Tenant reported leaking and in May 2025 the Tenant reported that the kitchen ceiling had collapsed.
 - On May 7, 2025 the Landlord inspected the rental unit and the Tenant showed her a large hole in the ceiling. The Tenant had cleaned everything up despite being told to leave the ceiling debris where it was and it appeared that the ceiling did not collapse but was damaged.
 - On May 7, 2025, after the initial inspection, the Tenant reported that the living room ceiling had collapsed. The Landlord told the Tenant to leave the debris where it was and drove back to the rental unit to find a hole in the living room ceiling and it appeared that the ceiling did not collapse but was damaged.

Serious Impairment of Safety

5. The Landlord has not proven that the Tenant or another occupant of the rental unit or a person permitted in the residential complex by the Tenant has seriously impaired the safety of another person in the residential complex.
6. Section 66 of the *Residential Tenancies Act*, 2006 (the 'Act') permits a landlord to give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex. This means that the Landlord must establish that the effect of the Tenant's actions impairs, or has a real risk of impairing, a person's safety to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, has the Tenant's actions put someone at serious risk of harm? Not every risk of harm to another will meet the test, as the impairment of safety must be serious.

7. In this case, the allegations contained in the N7 Notice do not rise to the level of serious impairment of safety and there was insufficient evidence given by the Landlord at the hearing to determine that the allegations set out in the N7 Notice rose to the level of serious impairment of safety.
8. The Landlord suggested the Tenant seriously impaired the safety of himself and others by removing the debris from the ceiling in the rental unit due to the dust and other materials in the ceiling. However, there was no evidence to suggest that the air quality had been compromised by the Tenant's actions or that there was a concern of contamination of things like toxic mould or asbestos. In light of this, I find the Landlord's position illogical and not supported by evidence.
9. The Landlord also suggested the Tenant seriously impaired the safety of others by giving his guests keys to the rental unit and stated that the Tenant's visitors are aggressive. The Tenant denied giving multiple keys out and stated he only gave his key to one person, which is a friend that helps him.
10. There was only one allegation of rude and harassing behaviour by the Tenant's guest set out in the N7 Notice, which was from August 2024 and it was vague. There was no corroborating evidence such as complaints from other tenants of the building that access by the Tenant's guest(s) was concerning. As such, I find there is insufficient evidence to conclude that, by the Tenant giving a key to his friend, and by his guest being rude to the Landlord on one occasion, that the Tenant or his guest has seriously impaired the safety of another person in the residential complex.

Undue Damage

11. The Landlord has not proven that the Tenant has wilfully caused undue damage to the rental unit. It was the Landlord's own evidence that the roof required repair because it was leaking and that she had asked the Tenant to vacate temporarily so that it could be fixed. This indicates that water was getting into the rental unit. It was also not disputed that, on May 6, 2025, the Tenant reported to the Landlord that the kitchen ceiling was collapsing, which the Landlord told the Tenant to essentially just leave it until she arrived the next day. It was also the Landlord's own evidence that the living room ceiling had a crack in it when she attended the rental unit to look at the kitchen ceiling. It was the Landlord's logic that, because it had not rained in a few days, and because the debris did not appear to be wet, that the ceiling could not have collapsed and that the Tenant essentially ripped down the kitchen ceiling and then the living room ceiling.
12. It was the Tenant's evidence that there were stains in the ceilings and sometimes they would drip. He stated that pieces of the ceiling were starting to fall down and so he pulled them down.
13. During the Landlord's evidence, pictures were tendered as evidence. However, the Landlord could not articulate with any certainty what damage was caused by the Tenant and was caused by water damage.
14. Based on the evidence provided, I find that it is more likely than not that the ceilings were already damaged due to the roof leaking, which had been leaking since early 2025. While it probably wasn't the best course of action for the Tenant to pull the pieces that were

coming down off, there was insufficient evidence to conclude that his actions made the damages worse.

15. For the foregoing reasons, the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 9, 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.