



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-067119-25

In the matter of: 405, 140 ADANAC DR
SCARBOROUGH ON M1M2E8

Between: Toronto Community Housing Corporation Landlord

And

JAN 09, 2026

Teola Hill

Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Teola Hill (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 November 20, 2025.

Only the Landlord's Legal Representative Lee-Anne Thibert attended the hearing.

As of 11:05am, 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. Therefore, the tenancy is terminated effective January 14, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 6, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination deemed served on August 11, 2025. The notice(s) of termination contains the following allegations: that the Tenant started a fire in the rental unit on August 24, 2024, removed the smoke detector from the unit on July 18, 2024 and alleges that a guest of the Tenant broke the glass housing of the firehose in the hallway on July 27, 2024.
4. The Tenant has committed an illegal act in the rental unit by starting a fire on August 24, 2024. The Tenant has also seriously impaired the safety of themselves and other persons within the complex by starting a fire in the rental unit on August 24, 2024. This conduct occurred in the residential complex.
5. The Landlord's witness Christopher Grant testified at the hearing, Mr. Grant is a Toronto Police Services Officer, who was working as a detective during the rental time period. He testified that on August 24, 2024 the Tenant started a fire on the balcony of the rental unit, which he investigated. He testified that officers were dispatched after reports of flames and smoke from the balcony and the Tenant was found on the balcony next to a pile of smouldering clothing, The Tenant was ultimately arrested and charged with Arson – neglect and Arson -Threatened property and served 86 days in jail before being released on probation.
6. SPC Matsumura, a special constable for Toronto community housing also testified at the hearing. They testified that on July 27, 2024, the Tenant's boyfriend exited the rental unit and broke the glass housing around a common firehose with a hammer, leaving broken glass on the floor. They testified that they attended the rental unit and spoke with witnesses who identified the Tenant's boyfriend as the preparator, and attempted to speak with the Tenant but were unsuccessful in doing so. Special Constable Matsumura testified that other residents with open toed shoes could have stepped on the broken glass and harmed themselves.

Analysis

7. Based on the Landlord's uncontested evidence I am satisfied that the Tenant has both committed an illegal act, and seriously impaired the safety of themselves and others by starting a fire on the balcony on August 24, 2024. I accept the unchallenged evidence of Officer Christopher Grant that his investigation determined that the Tenant had set this fire, and the Tenant was subsequently charged and sentenced for Arson. Therefore, I am satisfied that the Tenant has committed an illegal act. I also accept that this action seriously impaired the safety of the Tenant and others as the fire could have spread within the complex and endangered other Tenants.
8. I also accept that a guest of the Tenant seriously impaired the safety of others within the complex by breaking the glass surrounding the firehose on July 27, 2024 as this action could have damage the fire suppression systems within the complex and made it more vulnerable to fire.
9. The Tenant was required to pay the Landlord \$287.28 in daily compensation for use and occupation of the rental unit for the period from September 6, 2025 to November 20, 2025.
10. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
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. The Landlord's Legal Representative was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering all the circumstances, I am satisfied 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 January 14, 2026.
2. If the unit is not vacated on or before January 14, 2026, then starting January 15, 2026, 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 January 15, 2026. ; The Sherrif is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$287.28, which represents compensation for the use of the unit from September 6, 2025 to November 20, 2025.
5. The Tenant shall also pay the Landlord compensation of \$3.78 per day for the use of the unit starting November 21, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$473.28.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 15, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Reid Jackson
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 July 15, 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.