



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-067216-25

In the matter of: 403, 475 SECOND ST
COLLINGWOOD ON L9Y1V6

Between: Simcoe County Housing Corp. Landlord

And

Tammy Carson Tenant

Simcoe County Housing Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Carson (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.

This application was heard by videoconference on December 4, 2025.

The Landlord's Agent Cara Weatherell and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall continue subjects to the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 21, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on July 26, 2025. The notice of termination contains the following allegations: That on July 15, 2025 the Landlord conducted an annual unit inspection and discovered that all the combination smoke and carbon monoxide detectors in the unit had been removed and damaged.

4. The Landlord's Agent testified that on July 15, 2025, she attended the rental unit during an annual inspection and discovered that all four of the unit's smoke and Co2 alarms within the rental unit had been disconnected with their wires cut.
5. The Landlord's Agent testified that there was an additional alarm, which is hardwired into the system and connected the rest of the complex which was not disconnected. However, it is only designed to alert the Tenant in case of a fire and does not monitor Co2 levels.
6. She testified that two of the alarms were able to be reconnected during the visit, and two had to be replaced due to the damage.
7. The Tenant denied that she had cut the wires to the alarms and testified she would never do such a thing. She testified that she was incarcerated at the time of the inspection and had been since July 13, 2025. However, there was a gentleman who showered in her unit while she was incarcerated. She did not think he would have cut the wires to the smoke alarms.
8. She testified that the smoke detectors should still work using battery power.
9. The Tenant suggested that the wires were never cut, and the Landlord merely wants her out of the rental unit. She testified that she knows someone had been allowed in her unit while she was incarcerated.

Analysis

10. A person permitted in the residential complex by the Tenant has seriously impaired the safety of others within the complex by cutting the wires to multiple smoke alarms. This conduct occurred in the residential
11. A person permitted in the residential complex by the Tenant has wilfully caused undue damage to the rental unit by cutting the wires to multiple smoke alarms.
12. I found the Landlord's agent to be both reliable and credible and I am satisfied that she discovered 4 damaged smoke and Co2 alarms during her inspection of the rental unit on July 15, 2025. I accept that the Tenant was incarcerated at this time and find that it is likely on a balance of probabilities that this was done by the person permitted into the unit to shower. While the Tenant alleges that no wires were cut, and the Landlord wants her out, and other person were allowed in her unit, I find that this is speculative and accept that it is more likely than not that the Tenant's guest damaged the alarms by cutting the cords.
13. I find that this conduct has seriously impaired the safety of those in the complex, while there are other alarms within the Tenant's unit, they do not detect Co2 and had a leak occurred this damage could have delayed the activation of the alarms and the response times of emergency services, endangering the complex.
14. Additionally, given that multiple alarms were damaged in this manner, I find it is more likely than not that this was done willfully, rather than in a negligent manner and find that this also constitutes willful damage to the rental unit.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

16. There is no last month's rent deposit.

Section 83

17. 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. While I am prepared to accept that this is the second such occurrence during the tenancy, I also accept that it was not the Tenant herself who damaged the alarms, I further accept that the Tenant is a person with a disability, without a robust support system who has resided in the rental unit for 8 years and who will likely become unhoused if she loses this subsidised unit.
18. Therefore, in recognition of the Tenant's circumstances I am satisfied that a conditional order, for the life of the tenancy is appropriate to allow the Tenant an opportunity to maintain the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Effective December 4, 2025, and for the life of the tenancy the Tenant shall not damaged or disconnect any of the smoke alarms, Co2 alarms, or other such devices within the rental unit or residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 13, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.