



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-066168-25

In the matter of: 102, 17 THE QUEENSWAY s
KESWICK ON L4P0G2

Between: YORK REGION HYI Housing Landlord

And

Jose Morales-Nunez Tenant

YORK REGION HYI Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Jose Morales-Nunez (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.

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

Only the Landlord's Agents Christopher Aaron Nantel and Ann Marie Chung attended the hearing.

As of 9:31am, 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 31, 2025.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 2, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on July 7, 2025. The notice of termination contains the following allegations: that the Tenant started a fire in the rental unit on March 9, 2025 and June 24, 2025.

The Tenant has seriously impaired the safety of themselves and others in the complex by starting two fires within the rental unit. This conduct occurred in the residential complex.

4. The Landlord's Agent Christopher Aaron Nantel testified that on March 9, 2025 the Tenant fell asleep with a pot on the stove which burned off and caught fire, causing damage to the area around the stove. The fire also triggered the sprinkler system, and the fire department were alerted and attended the unit and were able to extinguish the fire.
5. He testified that the Tenant was placed in a hotel while unit was remediated, and the Landlord called in a social worker to work with the Tenant when he was returned to the unit. He testified that the Tenant was unable to comprehend that he had caused the fire and was overwhelmed by the situation.
6. The Agent testified that on June 24, 2025, the Tenant started another fire when he left something on the stove until it began to burn. The Fire Department attended and extinguished the fire and issued the Tenant with a citation.
7. In support of their testimony the Landlord relied on photographs of the damage caused by the fire.

Analysis

8. Based on the uncontested testimony of the Landlord's Agent, supported by photographs of the fire damage to the rental unit, I am satisfied that the Landlord has demonstrated that the Tenant started two fires within the rental unit by allowing their stove to catch fire while cooking. While both fires were extinguished, I am satisfied that this conduct seriously impaired the safety not only of the Tenant but also the complex, given that the fire could have spread and endangered others with the complex and that this is a reasonably foreseeable outcome of the Tenant's behaviour.

Costs and LMR

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

Section 83

11. 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 postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Landlord's Agent testified that the Tenant is currently hospitalized, and they do not know whether they shall be returning to the rental unit. The Tenant is 74 and has been experiencing declining mental health, and diminishing ability to care for himself, as well as mobility issue.
13. Given the Tenant's current circumstances, I am satisfied that a delay is appropriate to allow the Tenant additional time to vacate the rental unit and secure alternate

accommodation. This delay also recognises the length of the tenancy, and the fact that the rental unit is subsidized housing.

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 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026. ; The Sherrif is requested to expedite the enforcement of this order.
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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 8, 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 August 1, 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.

