



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Housing Development Corporation v Simon, 2026 ONLTB 2636

Date: 2026-01-12

File Number: LTB-L-065711-25

In the matter of: 112, 122 BASE LINE RD W
LONDON ON N6J0B6

Between: Housing Development Corporation Landlord

And

Adrian Simon Tenant

Housing Development Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Adrian Simon (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Housing Development Corporation (the 'Landlord') also applied for an order requiring Adrian Simon (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 18, 2025.

Only the Landlord's Legal Representative, A. Frannie Simms, attended the hearing.

As of 10:09 a.m., 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 in the application, however I find that it is appropriate in all of the circumstances to grant relief from eviction to the Tenant under s. 83(1) of the Residential Tenancies Act, 2006 (the 'Act'). Therefore, the tenancy between the Landlord and the Tenant will continue subject to the conditions outlined below
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's L2 application is based on an N5 notice. The Landlord served the Tenant with this notice as follows:
 - On June 19, 2025, a voidable N5 Notice of Termination ("N5 notice") to end the tenancy as the Tenant or someone visiting or living with the Tenant had substantially interfered with the reasonable enjoyment of the residential complex and/or with another lawful rights, privileges, or interests of the Landlord or another person. The N5 notice alleged that the Tenant and or Tenant's guest or occupant had ignited combustible material which resulted in a fire in the Landlord's dumpster and caused damages as a result of the same and sought the monetary damages.
4. Subsection 64(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
5. Based upon the uncontested evidence of the Landlord's Legal Representative I find on a balance of probabilities that the acts alleged in the N5 notice were committed by the Tenant, and/or by others the Tenant permitted in the residential complex. The Landlord's Legal Representative uncontested evidence was that these acts substantially interfered with the other tenants and the Landlord. I therefore find on a balance of probabilities that the acts substantially interfered with the Landlord and other tenant's reasonable enjoyment of the residential complex.
6. The Landlord's Legal Representative also submitted there was no other incident of the Tenant igniting or starting a fire/burn in the rental unit or residential complex since the N5 notice and the Tenant had paid the monetary damages, hence that claim under s89 of the Act is moot.

7. A notice under section 64 is an initial “voidable”, meaning that the Tenant had seven days to cease the behaviour outlined in the notice, and therefore render the N5 in effective to terminate the tenancy.
8. Based on the uncontested evidence before the Board, on a balance of probabilities, I find that the first N5 was not voided, as the damages were paid after the seven days, although they have now been paid to the Landlord.
9. Moreover, based on the uncontested evidence before the Board, on a balance of probabilities, I find that the Tenant’s burning and lighting of material on the residential complex that led to a fire, substantially interfered with the Landlord’s or another tenant’s reasonable enjoyment of the residential complex and another tenant’s lawful rights, privileges or interests.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. However, the Landlord’s Legal Representative submitted the same had been paid by the Tenant on October 16, 2025.
11. The Landlord sought a conditional order, and having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I 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.
12. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”
13. This order, with specific conditions that are required for the Tenant to comply with to continue their tenancy.
14. The Tenant must choose between keeping his home by complying with the conditions of this order, or they could inevitably face eviction and have to relocate.
15. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
16. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. The Tenant, the Tenant's guests and or occupants shall cease burning or igniting any combustible material at the rental unit or on the residential complex for a period of 18 months, specifically from February 1, 2026, to July 31, 2027.
3. If the Tenant fails to comply with the conditions set out in the above paragraph 2, 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.

January 12, 2026
Date Issued

Panagiotis P. Roupas
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.