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**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Ranville v Langille, 2026 ONLTB 2782

Date: 2026-01-13

File Number: LTB-L-078453-25

In the matter of: Basement, 342 GROVE ST E
BARRIE ON L4M2R5

Between: Troy Leo Ranville Landlord

And

Donna Langille Tenant
Brian Callander

Troy Leo Ranville (the 'Landlord') applied for an order to terminate the tenancy and evict Donna Langille and Brian Callander (the 'Tenant') because 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 January 5, 2026.

The Landlord and the Landlord's representative Sue Ranville attended the hearing. The Tenant Donna Langille also attended, but disconnected from the videoconference before the hearing began.

Reasons:

1. The Landlord applies to terminate the tenancy on the basis of an N7 notice of termination alleging that the Tenants had wilfully damaged the premises. The N7 alleged that the Tenants had accumulated items in the unit, had removed the smoke detectors, and had left a pot of potatoes unattended on the stove causing a fire.
2. The N7 did not allege any damage to the unit. In particular, there was no allegation that the stovetop fire caused any damage. When asked at the hearing, the Landlord's representative said that the Tenants had broken a door and made holes in the walls. Those allegations were not set out in the N7.
3. Further, even if the fire had damaged the premises, there is nothing in the N7 to suggest that the damage was wilful. While the Tenants may have negligently caused the fire by

removing the smoke detectors and leaving a hot stove unattended, they did not wilfully cause the fire unless they deliberately intended to do so.

4. In short, while the allegations in the N7 would constitute contraventions of other sections of the *Residential Tenancies Act, 2006* (RTA), the N7 was given for wilful damage to the premises, and did not set out any wilful damage to the premises.
5. Since no valid notice of termination has been given, the tenancy cannot be terminated and the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

January 13, 2026

Date Issued

Dale Whitmore

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.