



Order under Section 69 Residential Tenancies Act, 2006

Citation: PETERBOROUGH HOUSING CORPORATION v MITRI, 2026 ONLTB 2667

Date: 2026-01-08

File Number: LTB-L-064727-25

In the matter of: 31, 572 CRYSTAL DR
PETERBOROUGH ON K9J8H9

Between: PETERBOROUGH HOUSING CORPORATION Landlord

And

KRISTIAN MITRI Tenant

PETERBOROUGH HOUSING CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict KRISTIAN MITRI (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 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 December 17, 2025.

The Landlord's agent, Jake Dean, the Landlord's Legal Representative, Ian Macinnis, 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. However, I find it would not be unfair to grant relief from eviction provided that the Tenant meet the conditions set out in the order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 25, 2025, the Landlord gave the Tenant an N5 and N7 notice of Termination. The allegation in the Notices is identical. The allegation is as follows:

- *On July 17, 2025, the Landlord inspected the unit and discovered that electrical service had been disconnected. Hydro One advised that service was disconnected for arrears. Under the lease agreement the tenant is responsible for payment of electricity.*
4. Jake Dean is the landlord's property manager. He testified that on July 17, 2025, he learned that service was disconnected for nonpayment and that the outage had persisted for several days. He stated that the lease requires the Tenant to maintain utility services at all times. In his view the failure to do so breached the lease and substantially interfered with the Landlord's lawful rights and with the reasonable enjoyment of others. He further testified that service was restored on August 20, 2025, thirty-three days after discovery, and that there have been no further disconnections since restoration. The lease filed in evidence, at paragraph 10, states that the tenant is responsible for electricity costs.
 5. Mr. Dean testified that the rental unit is a townhouse that is connected to other units and that it contains a hardwired interconnected smoke alarm system that relies on continuous electrical power. He explained that a loss of power forces the system onto battery backup and breaks the interconnection between devices, which he described as an impairment to life safety in the event of a fire.
 6. The Tenant did not dispute that electrical service was disconnected from July 2025 to August 2025 due to payment issues with Hydro One. He testified that his Ontario Works caseworker had been instructed by the Landlord to remit payments directly to the provider. He stated that the caseworker sent \$90.00 toward each bill, that actual charges were slightly higher, and that the shortfall accumulated without his knowledge until disconnection occurred. He indicated that after receiving the notice to correct he worked with the Landlord's representative and brought the account current. He stated that since restoration he has arranged consistent overpayments to prevent recurrence and that there have been no further issues.

N5 Notice of Termination

Substantial interference

7. Subsection 64(1) of the *Residential Tenancies Act, 2006* (the 'Act') permits a landlord to give a tenant a notice of termination where the conduct of the tenant, another occupant, or a person permitted in the complex by the tenant 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.
8. On the uncontested evidence, and pursuant to the lease agreement, the Tenant is responsible for electricity charges for the rental unit. I find that the Tenant failure to pay the utility costs caused disconnection of electricity on or about July 17, 2025, and breached the lease agreement. I further find that this conduct substantially interfered with a lawful right, privilege, or interest of the landlord by placing the account in default and prompting the initiation of disconnection of utility service to the rental unit.
9. An N5 notice may be voided if the Tenant corrects the behaviour or stops the activity within seven days of service. In this case the voiding period ran from July 26, 2025, to August 1,

2025, inclusive. The Landlord testified, and I accept, that the Tenant did not restore electricity within that period. The uncontested evidence is that electricity was restored on August 20, 2025. The tenant therefore did not void the N5 notice of termination in accordance with subsection 64(3) of the Ac.

N7 Notice of Termination

Serious Impairment of Safety

10. Pursuant to section 66 of the Act, a landlord may give a tenant a notice of termination if an act or omission of the Tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex.
11. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others.
12. On the evidence before me, I find that disconnection of electrical service in the rental unit, caused by the tenant's failure to pay the account, broke the interconnection of the hardwired smoke alarm system and forced the system onto battery backup. I accept that this reduction in protection is an impairment to life safety in the event of a fire.
13. Based on the evidence, I am satisfied that the Tenant engaged in the conduct set out in the N7 notice and that this conduct seriously impaired the safety of another person in the residential complex.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
16. The Landlord sought eviction based on ongoing safety issues under section 83 considerations. Mr. Dean testified that he conducted a follow up inspection on December 3, 2025, and found a dismantled smoke detector on the second floor, as well as cigarette butts and ash in close proximity to piles of combustible paper. The Landlord's legal representative argued that long standing and unresolved safety risks, particularly fire risk within the unit, justify termination and submitted that the Tenant is unlikely to change. Photographs from the December inspection and a previous N7 notice were tendered.
17. The Tenant's position was that the tenancy can continue. He stated that his Ontario Works caseworker has deposited sufficient funds with Hydro One and that there has been no further disconnection since August 2025. He stated that he has lived in the unit for more than eight years, that this was the first time he had issues with hydro payment, and that he now understands his obligations and will ensure the account remains funded.

18. The Board questioned the relevance of the alleged fire safety issues to the grounds actually before it. The operative notice of termination identified as N7 in this proceeding refers only to disconnection of hydro service in July 2025, with reconnection on August 20, 2025, and there has been no further disconnection since that date.
19. I do not accept the Landlord's submission that un-pleaded safety allegations can support termination in this hearing. A tenancy may only be terminated in accordance with the Act and on the grounds set out in a proper notice of termination. Introducing grounds that were not noticed to the Tenant attempts to bypass the statutory scheme and is not permitted. The Landlord also sought to rely on a prior N7 concerning fire hazards from an earlier matter. I decline to consider that prior notice or application for the purpose of this proceeding. While section 83 requires the Board to consider all the circumstances, those circumstances must be relevant to the grounds properly advanced in the notice that underpins the application. Allegations that were not the subject of proper notice are not an appropriate basis for adjudicated termination.
20. On a balance of probabilities, I find that the prejudice to the Tenant from termination outweighs the prejudice to the Landlord from continuation of the tenancy. There is no dispute that the Tenant brought the electricity account into good standing in August 2025 and that service has not been disconnected since. Termination is a remedy of last resort, and the Tenant is at real risk of homelessness if the tenancy is terminated. The Tenant will therefore be afforded a further opportunity to preserve the tenancy, provided the Tenant complies with the conditions set out in this order.

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 shall ensure that the payment requirement of the lease regarding the payment of monthly utility charges are complied with, full on time payments each and every month, for the twelve (12) month period following the date of this order.
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 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. If the Tenant does not pay the Landlord the full amount owing for the application filing fee on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.

January 08, 2026
Date Issued

Joy Xiao
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.