



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-055390-25

In the matter of: 201, 85 WELLESLEY ST E
TORONTO ON M4Y1H8

Between: Hazelview Property Services Inc. Landlord

And

Matthew Charlton Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Charlton (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 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 4, 2025.

Only the Landlord's Legal Representative Peter Lopez attended the hearing.

As of 9:40 AM, 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. However, I find that it would not be unfair to grant relief from eviction. Therefore, the tenancy shall continue subject 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 June 19, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on the same date. The notice of termination alleges that the Tenant constructed a

wall in the rental unit and installed electrical wiring throughout the unit without the consent or knowledge of the Landlord.

4. Thaer Mouse ('Landlord's Witness') the Manager of the residential complex testified that that as a result of an inspection of the rental unit by Toronto By-law services on June 11, 2025 it was discovered that a wall had been constructed in the rental unit and electrical wiring was installed throughout the rental unit.
5. The Landlord's Witness further testified that he along with a licensed electrician attended the Tenant's rental unit to remove the wiring on June 13, 2025.
6. The Landlord's witness stated that the installed wiring was tied into the kitchen wiring in the unit and was done without the authorization of the Landlord nor was an Electrical Safety Authority Certificate obtained for the work completed.
7. The Landlord submits by installing unauthorized and uncertified electrical in the rental unit it poses a fire hazard and a serious impairment of safety of other persons in the residential complex.
8. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Tenant or another occupant of the rental unit or a person permitted in the residential complex by the Tenant has seriously impaired the safety of other persons using the residential complex.

Daily compensation, NSF charges, rent deposit

9. The Landlord sought daily compensation for use and occupation of the rental unit for the period from July 1, 2025 to the hearing date. However no evidence was tendered that the Tenant had not paid rent for the occupation of the rental unit during that period. As such the Landlord has failed to prove it's claim for daily compensation and it will be dismissed.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from eviction

12. 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.
13. The Landlord sought termination of the tenancy due to the impairment of safety caused by the Tenant due to the installation of unauthorized and uncertified wiring in the rental unit.
14. Notwithstanding the Tenant's failure to attend the hearing to provide any testimony or submissions with respect to their circumstances for consideration in either delaying or denying eviction. The Landlord's witness testified that the electrical was repaired on June 13, 2025 some two days after it came to the Landlord's attention. In addition the

unauthorized wall constructed in the rental unit has since been removed, and as recently as two weeks ago an inspection of the Tenant's rental unit reveal no subsequent issues.

15. 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."

16. I find that it would not be unfair to permit the Tenant an opportunity to maintain the tenancy if they do not cause or permit construction or the installation of electrical within the rental unit without first obtaining the consent of the Landlord and obtaining all necessary permits and certificates for the work for a two year period. This condition will be subject to section 78 of the Act, which will give the Landlord the security to apply to the Board for an order terminating the tenancy and evicting the Tenant, if the Tenant does not adhere to these conditions.

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 not cause or permit any electrical work or construction to be done in the rental unit without first obtaining the consent of the Landlord for a period of two years from the date of this order.
3. The Tenant shall also obtain all necessary permits and/or certificates required for any electrical work or construction caused or permitted at the rental unit for a period of two years from the date of this order.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 or 3 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.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.

January 16, 2026
Date Issued

Sean Ramage
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.