



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

File Number: LTB-L-070594-25

In the matter of: 302, 16 CELESTINE ST
ST THOMAS ON N5P1J9

Between: St. Thomas - Elgin Social Services Landlord

And

David Doran Tenant

St. Thomas - Elgin Social Services (the 'Landlord') applied for an order to terminate the tenancy and evict David Doran (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 Agent Gillian Renner attended the hearing.

As of 10:01 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. Therefore, the tenancy between the Landlord and the Tenant will be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 15, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on the same date. The notice of termination alleges that on August 14, 2025 the Tenant attempted to assault a fire inspector.

4. The Landlord's Agent testified that an annual inspection was scheduled of the Tenant's rental unit for fire safety purposes on August 14, 2025, and that the Landlord had provided the Tenant with the necessary notice requirements under the Act.
5. The Landlord's Agent further testified that on August 14, 2025 she attended the Tenant's rental unit along with staff and Kim Destun Chief Fire Prevention Officer for the City of St. Thomas Fire Department.
6. The Landlord's Agent stated that the Tenant initially refused to open the door for the inspection. However, when the Tenant did open the door he attempted to punch the Chief Fire Prevention Officer, which resulted in police being called.
7. Kim Destun, Chief Fire Prevention Officer for the City of St. Thomas Fire Department confirmed that she attended the rental unit on August 14, 2025 to conduct a fire safety inspection of the unit and when the Tenant opened the door he attempted to strike her.
8. Based on the evidence of the Landlord's Agent Gillian Renner and the Chief Fire Prevention Officer Kim Destun. I am satisfied that the Tenant has seriously impaired the safety of a person at the residential complex by attempting to strike the Chief Fire Prevention Officer.
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.

Relief from eviction

11. The Landlord sought termination of the tenancy due to the serious impairment of safety caused by the Tenant. However, the Landlord sought a delayed eviction until the end of January to permit the Tenant an opportunity to find alternative housing. The Tenant failed to appear at this hearing to provide submissions regarding their circumstances for the Board's consideration. Having 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.

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.
4. The Tenant shall also 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 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 19, 2026

Date Issued

Sean Ramage

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.