



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

File Number: LTB-L-082205-25

In the matter of: 200, 520 WELLINGTON ST
LONDON ON N6A3R2

Between: Centennial House Limited Landlord

And

Marina Husband Tenant

Centennial House Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Marina Husband (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 January 14, 2026.

Only the Landlord's Agent, Sheila Venter, and the Landlord's representative, Marie Galevski, attended the hearing.

As of 12:05 p.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 reschedule 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 and the claim for compensation in the application. Therefore, the tenancy is terminated, eviction is ordered, and compensation is ordered.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On September 22, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on September 22, 2025. The notice of termination contains the following

allegations: the Tenant smokes in her unit and on her balcony, contrary to the rules of her tenancy, allows discarded cigarette butts and other papers to accumulate on her balcony, and as a result of her careless smoking, caused a fire on her balcony for which the fire department had to be called (by her neighbour) to extinguish the fire.

4. The Landlord's agent, SV, testified that she has been the property manager of the building which includes the tenant's premises for the past 2 years. She testified to being familiar with the Tenant due to her continued noncompliance with the "no smoking" terms which apply to all tenants.
5. SV provided a history of the smoking provisions which applied to this unit from May 2020 onwards. She testified that the rules in effect since March 2024 stipulate that no smoking is permitted in the residential complex, including the Tenant's rental unit. This applies to the inside of the unit, the common areas, and the balcony. She also referenced the Tenant's lease which sets out smoking rules and the terms of the RTA regarding the safety impairment that the smoking could cause for the Tenant.
6. SV testified that the Tenant has been noncompliant with the smoking provisions despite being advised of the potential repercussions of her continuing to smoke in her unit evidenced by letters dated April 8, 2022, August 20, 2020, and May 9, 2020 which indicated that application could be made to the Board for a variety of reasons, including impairing safety and causing undue damage if she continued to disregard the rules.
7. The Tenant's continued smoking in the unit and on the balcony raised serious concerns for her neighbouring tenant and for the Landlord. SV noted she had been in the Tenant's unit when cigarettes left burning were present. The N7 was initiated as a result of a fire on the Tenant's balcony. The Tenant's neighbour contacted the fire department after seeing something burning on the Tenant's balcony on September 7, 2025, and the fire department attended and put out the fire. At that time, the Tenant's balcony appeared to be in a disheveled and messy condition. The fire department determined that the cause of the fire was from garbage and papers catching fire as a result of a cigarette left burning on the balcony.
8. The Landlord directed the Board to DOC-7091856, the Landlord's book of exhibits. Pages 2, 3 and 4 contain pictures showing the Tenant's balcony, taken by the Tenant's neighbour on September 7, 2025, at the time of the fire. In reviewing the pictures, it is apparent that there is a collection of significant amounts of cigarette butts together with other papers and garbage. These pictures demonstrate that there is nothing on the balcony to safely extinguish cigarettes.
9. SV indicated that the primary concern regarding the impairment of safety is the garbage and cigarette butts on the balcony which not only contravene the regulations for the unit, but make it easy for a fire to start. The Tenant has been observed on many occasions leaving live cigarette butts not only in her unit, but on her balcony, as testified to by SV.
10. This building is part of a 10-floor complex, and the Landlord submits that the risk of fire from the Tenant's actions is a serious risk to safety.

Serious Impairment of Safety

11. The Landlord brings this application pursuant to section 66 of the Act, which states:

66 (1) A landlord may give a tenant notice of termination of the tenancy if,

(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and

(b) the act or omission occurs in the residential complex. 2006, c. 17, s. 66 (1).

12. Based on the testimony and supporting evidence provided as noted above, the Board finds that the Tenant has seriously impaired and continues to seriously impair the safety of other tenants in the residential complex by continuing to smoke in her unit and on her balcony and to allow cigarette butts, sometimes burning ones, to accumulate on her balcony risking fire. This conduct occurred in the residential complex.

Daily compensation

13. The Tenant was required to pay the Landlord \$1,590.16 in daily compensation for use and occupation of the rental unit for the period from October 3, 2025, to January 14, 2026.

14. Based on the monthly rent, the daily compensation is \$15.29. This amount is calculated as follows: \$465.00 x 12, divided by 365 days.

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

16. There is no last month's rent deposit.

Relief from eviction

17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant was not present at the hearing to provide any information which would be helpful in considering relief from eviction. Although this is a longstanding tenancy, it appears from the testimony provided that the Tenant has been intransigent during most of the tenancy with respect to direction given regarding smoking in the unit and on the balcony and the inherent risks. The Tenant was continually advised from 2020 onwards to use a proper ash container and not to have cigarette butts on her balcony as noted in the testimony, and on many occasions was given notices in writing which referred to the Act and the possible repercussions of not being compliant with the no smoking rules. Even when she was made aware that her continued actions were a safety risk and that her housing was at risk with noncompliance, she continued to ignore the rules with respect to smoking and continued to create a fire hazard on her balcony, and in her unit. With all of the warnings the Tenant has been given, the occurrence of a fire, and the threat of losing her housing, the Tenant has still not removed the source of the threat to safety. The Board is not confident that a conditional order would be successful in the Tenant ceasing her behaviour.

18. This order contains all of the reasons within it. No further reasons will be issued.

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 26, 2026.
2. If the unit is not vacated on or before January 26, 2026, then starting January 27, 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 January 27, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,590.16, which represents compensation for the use of the unit from October 3, 2025, to January 14, 2026, less any amount of rent which has been paid.
5. The Tenant shall also pay the Landlord compensation of \$15.29 per day for the use of the unit starting January 15, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$1,776.16.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026, at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Stephanie Ball
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 July 27, 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.

