



Order under Section 69 / 89 Residential Tenancies Act, 2006

Toronto Community Housing Corporation v Campbell, 2026 ONLTB 6764

Date: 2026-01-22

File Number: LTB-L-057638-25

In the matter of: 301, 855 ROSELAWN AVE
YORK ON M6B4C3

Between: Toronto Community Housing Corporation Landlord

and

Rolando Campbell Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Rolando Campbell (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Rolando Campbell (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 18, 2025.

The Landlord's legal representative Jessica Fletcher, the Tenant and his legal representative Melissa Keogh attended the hearing. The Landlord called Byron Hessing, Abubakarr Kamara and Kim Burns to testify.

Determinations:

1. On July 7, 2025, the Landlord gave the Tenant an N6 notice of termination and an N7 notice of termination served on July 12, 2025 alleging that on April 26, 2025, the Tenant caused a fire in the garage of the rental unit thereby committing the illegal act of arson, willfully causing undue damage, and seriously impairing the safety of persons in the residential complex.
2. The Landlord also seeks \$6,620.29 as the reasonable costs incurred to repair the damage caused by the fire and the flooding caused by the fire suppression systems.
3. The Tenant explained that the fire started when he was refuelling his car by pouring gasoline into it from a jerrycan. Fuel spilled onto the floor of the garage and, unbeknownst to the Tenant, his companion flicked a lit cigarette out of the window of the car igniting the fuel. In a moment of panic, the Tenant drove his flaming car out of the garage but not before activating the sprinklers causing serious water and fire damage to the garage. At first the Tenant denied knowing that his companion was smoking as he was refueling but admitted he had noticed she was smoking when he got out of the car to begin refueling.
4. The Tenant is charged with possession of incendiary materials contrary to section 436.1 of the *Criminal Code* (Canada) in connection with this incident. As of the hearing, the proceedings before the criminal courts were not concluded.
5. The Tenant denies wilfully causing damage or committing any crime. He says the fire was an accident and conceded that his act or omission seriously impaired the safety of persons in the residential complex. I agree. The act of pouring gasoline into a car knowing that someone had a lit cigarette nearby is inherently dangerous. It creates the clear and obvious risk of a conflagration that carries the real risk of seriously impairing the safety of those in the building. The Landlord has proven this ground of termination on a balance of probabilities.
6. I find the Landlord has not proven the other grounds for termination on a balance of probabilities because, on considering the totality of the evidence, I agree that the fire was accidental. None of the Landlord's three witnesses observed how the fire was started. There is no evidence, even circumstantial evidence, that would allow me to infer the Tenant intended to start the fire or acted recklessly. The mental element for the criminal offence of arson has not been made out on this record nor proof that the Tenant acted wilfully to start the fire as required by clause 63(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act').
7. The Tenant is contrite and seeks relief from eviction by a remedial order. He is prepared to repay the damages in installments and to refrain from any further acts that would impair the safety of the residential complex. The Landlord opposes any relief from eviction pointing out that it has an obligation to provide safe housing for all residents of the residential complex. It pointed me to court decisions observing that the interests of the community supersede the interests of a single resident.
8. The Tenant described his circumstances that include a chronic condition controlled by medication. His social benefits provider pays his rent directly leaving him a very modest surplus each month. The Tenant testified that there have been no other problems during

his five-year tenancy at this rental unit nor during his previous tenancy at another of the Landlord's properties where he lived starting in 2009. I accept the Tenant's evidence that he has had no issues in this or his earlier tenancy with the Landlord because the Landlord did not challenge it. The Tenant testified that losing this rent geared-to-income (RGI) unit would have devastating consequences because market rents are well beyond his means and he has no one he can live with. He testified that he has a family member abroad who has agreed to help him preserve his tenancy by making monthly contributions towards the Landlord's damages. The Tenant proposed to repay those damages in \$100.00 monthly installments.

9. The Landlord's request to amend its application to claim \$6,620.29 as damages under section 89 of the Act is granted because that amount has been proven on a balance of probabilities with reference to invoices filed and because the Tenant consented to the request. The Tenant will be ordered to repay this amount because the Board finds this to be the reasonable costs to repair damaged negligently caused to the residential complex by the Tenant
10. The Tenant testified that he likes to keep containers of fuel in the trunk of his car for emergency refuelling. He will be ordered to refrain from this needless and obviously dangerous practice.
11. 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.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the condition set out below.
2. For the duration of the tenancy, the Tenant shall refrain from keeping containers of gasoline anywhere in the residential complex.
3. If the Tenant fails to comply with the condition set out in paragraph 2 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 this condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$6,620.29, which represents the reasonable costs of repairing the damage.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$6,806.29. The Tenant shall repay this amount by:

- paying the Landlord \$100.00 starting on or before February 15, 2026 and \$100.00 on or before the fifteenth day of every subsequent month up to and including August 15, 2031; and
 - \$106.29 on or before September 15, 2031.
7. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 6 of this order shall become immediately due and owing. If the Tenant does not pay the Landlord the full amount owing, the Tenant will start to owe interest. This will be simple interest calculated at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Nersi Makki
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.