



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

File Number: LTB-L-068304-25

In the matter of: 5, 207 ROSS ST
ST THOMAS ON N5R3Y4

Between: CMHA Thames Valley Landlord

And

Donna Ethridge Tenant

CMHA Thames Valley (the 'Landlord') applied for an order to terminate the tenancy and evict Donna Ethridge (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 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 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 10, 2025.

Only the Landlord's agent Meghan Fitch and Landlord's legal representative Thomas Schoenleber attended the hearing. The Landlord called Dan Gardner and Matt Rumas to testify.

As of 10:28 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. On June 26, 2025, the Landlord gave the Tenant valid notices of termination under section 61, 64, and 66 of the *Residential Tenancies Act, 2006* (the 'Act') alleging that the Tenant's failure to declutter her rental unit in contravention of two orders of the local fire department and other repeated requests and warnings is an illegal act in contravention of the *Fire Protection and Prevention Act* ('FPPA'), seriously impairs the safety of persons in the residential complex, and substantially interferes with the lawful rights, privileges or interests of the Landlord and other residents of the residential complex.
2. The Landlord presented the evidence of its staff and a local fire prevention officer, corroborated by photographs and documentary evidence, that proves on a balance of probabilities that the rental unit is severely cluttered with combustible materials stored all the way to the ceiling. The kitchen is used for storage as well with combustible materials placed throughout including on the stove and other electrical appliances. There are no pathways for access or egress.
3. The Landlord's uncontested evidence proves on a balance of probabilities that the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the notice of termination. Therefore, the Tenant did not void the notice of termination given under section 64 of the Act in accordance with subsection 64(3) of the Act.
4. I find the application must be granted because the Landlord has proved the grounds for termination on a balance of probabilities. I accept the opinion evidence of the fire prevention officer that the condition of the rental unit presents a real risk to safety of both the tenant and other members of this community by creating a risk of fire and impeding the means of escape in the event of a fire all in violation of the FPPA. I also accept that the Tenant's failure to comply with valid orders of the local fire department are contraventions of the FPPA and that this illegal act is beyond the merely trivial because it has the potential to change the character of the residential complex. The Tenant's actions and omissions have also exposed the Landlord to enforcement actions under the FPPA and have substantially interfered with its lawful rights, privileges and interest.
5. The Tenant did not come to the hearing to describe their circumstances but I surmise from the Landlord's uncontested evidence that the Tenant is a person with a characteristic that is protected by the *Human Rights Code* ('Code'). The Landlord's circumstances include the fact that it has a legal obligation to abide by the FPPA and to provide safe housing to all members of this multi-unit residential complex that houses vulnerable members of the community. The Landlord's uncontested evidence shows on a balance of probabilities that its staff have tried to engage with and assist the Tenant with various supports for that past five years but without success. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and the values enshrined in the Code and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
6. Under the circumstances, a request to expedite enforcement under section 84 of the Act is mandatory.
7. The Tenant was required to pay the Landlord \$3,436.50 in daily compensation for use and occupation of the rental unit for the period from July 19, 2025 to December 10, 2025.

8. Based on the monthly rent, the daily compensation is \$23.70. This amount is calculated as follows: $\$720.93 \times 12$, divided by 365 days.
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.

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 February 1, 2026.
2. If the unit is not vacated on or before February 1, 2026, then starting February 2, 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 2, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$3,436.50, which represents compensation for the use of the unit from July 19, 2025 to December 10, 2025.
5. The Tenant shall also pay the Landlord compensation of \$23.70 per day for the use of the unit starting December 11, 2025 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 \$3,622.50.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 27, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on August 2, 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.