



**Order under Section 69 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-050160-25

**In the matter of:** 720, 632 HALE ST  
LONDON ON N5W1H5

**Between:** London and Middlesex Community Housing Landlord

**And**

Beatrice Deforest Tenant

London and Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Beatrice Deforest (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, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises (N5 Notice);
- 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 (N7 Notice).

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

London and Middlesex Community Housing (the 'Landlord') also applied for an order requiring Beatrice Deforest (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 October 23, 2025.

Only the Landlord's legal representative, Shieba Sadat, the Landlord's Agent, Deven Richardson and Landlord witness Doug Nemeth attended the hearing.

As of 9:33 a.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 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 and the claim for compensation in the application. Therefore, the tenancy is terminated effective February 2, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's application is predicated on a N5 notice of termination and a N7 notice of termination, both served on June 8, 2025 and containing the same details.

Substantial Interference/Serious Impairment of Safety

4. On June 3, 2025, the Landlord mailed the Tenant an N5 notice of termination (N5 notice) and a N7 notice of termination (N7 notice) deemed served on June 8, 2025. The N5 notice and N7 notice allege that on May 25, 2025, a catastrophic fire, resulting in over \$300,000.00 in damages, occurred in the Tenant's rental unit due to the Tenant's or their guests' negligence. The N5 notice also alleges that evidence of drug-use within the unit—including burnt aluminum foil, candles, and a butane torch and fuel canister was found in the rental unit following the incident. The N5 notice further alleges that four neighbouring units were displaced as a result of the fire and they were permanently displaced in order for remediation to occur in their units, and also that the Tenant failed to maintain tenant insurance in violation of the tenancy agreement.
5. Both the Landlord's witness and the Landlord's Agent testified to the catastrophic fire that occurred in the Tenant's rental unit and the significant damages caused from it, including photos of the damage and items found in the Tenant's rental unit and invoices totalling over \$207,000.00.
6. I accept the Landlord's submissions that it was required to rely on its own insurance policy to address the damages, as the Tenant did not have active insurance coverage at the time of the incident. The Landlord incurred a deductible in the amount of \$5,000.00.
7. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination as the Tenant failed to pay the Landlord's deductible of \$5,000.00. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
8. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
9. In the absence of the Tenant, I considered the evidence presented by the Landlord and assessed whether it was sufficient, credible, and reliable to meet the Landlord's burden of proof on a balance of probabilities. The Landlord was not relieved of its obligation to establish the grounds for the application.

10. I find the Landlord's evidence to be detailed, internally consistent, and supported by documentary and/or corroborative evidence. There was no evidence before me to contradict the Landlord's version of events, and I have no reason to doubt its reliability.
11. With respect to substantial interference, the evidence establishes that the Tenant engaged in conduct that had a significant and ongoing impact on the reasonable enjoyment of the residential complex by other tenants and on the lawful rights and interests of the Landlord. The conduct was serious in nature and went beyond what can reasonably be expected in a residential tenancy.
12. I am satisfied that the interference was not trivial or isolated. The conduct materially affected others' ability to peacefully enjoy their rental units and interfered with the Landlord's ability to manage and maintain the residential complex.
13. I also find that the Tenant wilfully or negligently caused damage to the rental unit and/or the residential complex. The evidence demonstrates that the damage was not consistent with normal wear and tear and resulted from actions or omissions for which the Tenant is responsible. The damage was reasonably foreseeable and avoidable.
14. In addition, I find that the Tenant's conduct seriously impaired the safety of another person as the fire endangered other lives and the evidence establishes that the behaviour created a real and substantial risk to physical safety. The seriousness of the conduct and its potential consequences meet the threshold set out in the Act for a finding of serious impairment of safety.
15. While the Tenant did not attend the hearing to provide an explanation or challenge the evidence, I have nonetheless carefully considered whether the Landlord's evidence, on its own, is sufficient to meet the statutory thresholds. I find that it is.
16. For these reasons, I find, on a balance of probabilities, that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege, or interest of the Landlord or another tenant, wilfully or negligently caused damage to the rental unit or residential complex, and seriously impaired the safety of another person.
17. The Tenant was required to pay the Landlord \$525.55 in daily compensation for use and occupation of the rental unit for the period from July 1, 2025 to October 23, 2025, minus any rent payments or compensation paid by the Tenant.
18. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows:  $\$139.00 \times 12$ , divided by 365 days.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord collected a rent deposit of \$139.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$2.82 is owing to the Tenant for the period from January 1, 2025 to October 23, 2025.

21. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
22. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex as the fire was catastrophic and caused over \$207,000.00.
23. The Landlord has incurred reasonable costs of \$5,000.00, the deductible to repair the damage and/or replace property that was damaged and cannot be repaired.
24. 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.

**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 2, 2026.
2. If the unit is not vacated on or before February 2, 2026, then starting February 3, 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 3, 2026.
4. The Tenant shall pay to the Landlord \$525.55, which represents compensation for the use of the unit from July 1, 2025 to October 23, 2025.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting October 24, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$5,000.00, which represents the reasonable costs of repairing the damage and/or replacing the damaged property}.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$141.82 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$5,569.73, minus any rent payments or compensation paid by the Tenant.
10. If the Tenant does not pay the Landlord the full amount owing on or before February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026 at 4.00% annually on the balance outstanding.

**January 23, 2026**  
**Date Issued**

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Christina Philp  
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 3, 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.