

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

File Number: LTB-L-102120-25

In the matter of: 101, 1480 BLOCK LINE RD
KITCHENER ON N2C0C8

Between: Young Women's Christian Association of Kitchener-Waterloo (YWKW) Landlord

And

Chrystal Sinson Tenant

Young Women's Christian Association of Kitchener-Waterloo (YWKW) (the 'Landlord') applied for an order to terminate the tenancy and evict Chrystal Sinson (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 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.

The Landlord also applied for an order requiring 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 January 20, 2026.

The Landlord and the Tenant initially attended the hearing.

The Tenant sought an adjournment because she claims that she did not receive a copy of the Notice of Hearing until sometime the week prior to the hearing and wished to retain the services of legal counsel to assist with the proceedings. The Landlord's Agent responded by submitting that the Landlord served the Tenant with a copy of the Notice of Hearing on December 15, 2025, by way of placing said document under the door of the Tenant's rental unit. The Tenant also submitted that she had an appointment to see her child and that was her priority at the time.

I was prepared to hold the matter down to allow for additional time to allow the Tenant to see their child and speak with duty counsel had they arrived prior to the hearing being held. I advised the Tenant that the hearing could be held in her absence if she drops offline and does not return or participate in the hearing. The Tenant dropped offline at 1:24 p.m., and failed to return or sign back into the hearing as of 1:43 p.m. 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, a portion of the grounds for termination of the tenancy and compensation for damages in the application. Therefore, the Tenant shall be required to compensate the Landlord, and the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 24, 2025, the Landlord gave the Tenant an N7 notice of termination by placing a copy of said notice under the door of the Tenant's rental unit. The notice of termination contains the following allegations: the Tenant or a person permitted in the residential complex by the Tenant has seriously impaired the safety of themselves or others in the rental complex and The Tenant or a person permitted in the residential complex by the Tenant has wilfully caused undue damage to the rental unit or residential complex.

Serious Impairment of Safety:

4. The Landlord's Agent, Natalie Duncan (N.D.) testified that on March 26, 2024, at approximately 1:20 p.m., the Tenant physically assaulted a staff member of the Landlord during a dispute regarding the shared use of the backyard area. The Landlord tendered a video recording of the incident as evidence. Upon review of the video evidence, I confirmed that the content shown in the video was the entirety of the alleged assault, which the Landlord's Agent confirmed to be the case. Based on the video of this incident, I am not satisfied that the Tenant's actions as demonstrated in the video rise to the level of assault and/or more importantly a serious impairment of the safety of the Landlord's staff. I say this because the video clearly shows the Tenant arguing with the Landlord's staff and both parties appear to be yelling at one another with high emotions. The assault referred to is a moment in the video in which the Tenant appears to slightly shove the shoulder of the Landlord's staff. Despite finding the behavior and action of shoving someone's shoulder to be inappropriate, I do not find the actions to seriously impair the safety of anyone.

5. The Landlord's Agent testified that on September 12, 2024, at 12:47 p.m., the Tenant's dog assaulted a staff member of the Landlord while that person was trying to carry out repair work. The Landlord tendered a copy of video surveillance as evidence. Upon review of the video recording, I am mindful that the video shows the dog approaching the Landlord's staff during a brief interaction in the yard, but the video also shows the Landlord's staff kicking towards the dog which resulted in the dog going elsewhere. Based on the video evidence, I am not satisfied that the Tenant's dog running towards this individual would meet the high standard set for a serious impairment of safety. I am mindful again, that despite the Tenant allowing their dog to roam freely off leash to be unreasonable, I do not find the action to impair the safety of anyone on the rental premise.
6. The Landlord's Agent testified that on or about September 4, 2025, the Landlord performed an inspection of the rental unit at which time the Landlord observed that the Tenant, and/or a guest thereof, removed and disconnected two smoke alarms within their rental unit, and tampered with the wiring of a third smoke alarm, rendering the device inoperative and not functional. The Landlord tendered copies of an incident report, pictures of the removed smoke alarms, and an invoice in the amount of \$558.15 for the cost of replacing the smoke alarms. Based on the evidence, I find that the actions of tampering with, and/or removing a smoke alarm from a rental unit or living space to be a very dangerous action that seriously impairs not only the safety of the Tenant and their guests, but also anyone else living in the same property. The devices are meant for fire safety protection and should never be removed or tampered with.
7. The Tenant or a person permitted in the residential complex by the Tenant has seriously impaired the safety of themselves and everyone in the residential complex because of tampering with one smoke alarm and removing two other smoke alarms located with the Tenant's rental unit.

Undue Damage:

8. The Landlord's Agent testified that on or about November 2024, the Landlord observed a large broken glass door within the Tenant's rental unit and a broken metal grill cover that was attached to the rental complex just outside of the Tenant's glass door. The Landlord's Agent testified that this is not the first time that the Tenant has broken the glass door, and that she believes that the Tenant does this to access the yard area directly from her unit. The Landlord tendered a video recording of the Tenant's guests removing the metal grill cover for the glass door. The Landlord also tendered a copy of any invoice for the previous incident when the door was broken and required replacement. The cost of replacing the door was \$464.43. I find the damage to the glass door and metal grill to be undue damage.
9. On or about June 5, 2025, the Landlord's staff observed the Tenant tampering with the coin laundry machines in an effort of removing the change from inside of the machines. The Landlord did not incur any costs to repair the damage caused to the machine because the Landlord had an ongoing service contract for said machines. Based on this evidence, I find that the Tenant's actions of tampering with the laundry machines for the purposes of removing money has resulted in undue damage to the residential complex.

10. On or about August 26, 2025, the Landlord observed the Tenant climbing recycling bins outside of the residential complex to gain access to a security camera which the Tenant proceeded to rip from its place and break. The Landlord tendered a copy of the invoice to replace the camera and video evidence of the incident into the Board. Based on the evidence presented, I am satisfied that the action of ripping the security camera from its place causes undue damage to the residential complex. The cost of replacing the camera was \$830.55.
11. On or about September 4, 2025, the Landlord performed an inspection of the rental unit at which time the Landlord observed that the Tenant, and/or a guest thereof, removed and disconnected two smoke alarms within their rental unit, and tampered with the wiring of a third smoke alarm, rendering the device inoperative and no functional. The Landlord tendered copies of an incident report, pictures of the removed smoke alarms, and an invoice in the amount of \$558.15 for the cost of replacing the smoke alarms. Based on this evidence, I am satisfied that the actions of tampering with the smoke alarm and removing the other smoke alarms has resulted in undue damage to the rental unit.
12. The Landlord claimed compensation for damages stemming from an incident where the Tenant refused to allow entry in their rental unit for the purposes of allowing the Landlord's fire safety contractors to enter the unit and deactivate the alarm. The alarm was activated by the police department in effort of having the Tenant's son come out of the Tenant's rental unit. The Landlord was unable to deactivate the alarm and called their fire safety contractors to deactivate the alarm. The Tenant did not allow entry into their unit and the Landlord incurred a service charge of \$429.40 which the Landlord was claiming. A copy of the invoice for the service call was tendered by the Landlord. Based on the evidence, I am not satisfied that the police were guests of the Tenant, and that the police took the action of pulling or activating the fire alarm. Because the police were not invited by the Tenant, and pulled the alarm on their own accord, the Tenant should not be liable for a service call resulting from the actions of another third party who was not a guest or occupant of the Tenant. I do not find this action to have resulted in any undue damage or impaired safety resulting from the Tenant's actions.
13. The Landlord also claimed compensation because they claimed that the Tenant has caused undue damage to the yard space. The Landlord did not provide sufficient evidence at the hearing to support their claim for any undue damage because of the Tenant's actions as they relate to the backyard space. I do not find it reasonable to award any compensation for this claim.
14. Based on the uncontested evidence, I am satisfied that the Tenant, or a person permitted in the residential complex by the Tenant, has wilfully caused undue damage to the rental unit and residential complex. I am also satisfied that the Tenant, or a person permitted in the residential complex by the Tenant has seriously impaired the safety of themselves and everyone else in the residential complex by virtue of tampering and removing the smoke alarms within the rental unit.
15. The Tenant was required to pay the Landlord \$1,052.61 in daily compensation for use and occupation of the rental unit for the period from December 13, 2025, to January 20, 2026. The Landlord's Agent testified that the amount owing as of the date of the hearing is \$539.80.

16. Based on the monthly rent, the daily compensation is \$26.99. This amount is calculated as follows: $\$821.00 \times 12$, divided by 365 days.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$821.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$54.84 is owing to the Tenant for the period from April 4, 2023, to January 20, 2026.
19. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for Damage:

20. The Landlord has incurred reasonable costs of \$1,853.13 to repair the damage and/or replace property that was damaged and cannot be repaired. This amount includes \$464.43 for the broken glass and metal grill cover, \$830.55 for the cost of replacing the security camera, and \$558.15 for the costs of replacing the three smoke detectors.
21. 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 not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act. I find this to be appropriate as to allow the Tenant additional time to secure alternative housing.

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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.
4. The Tenant shall pay to the Landlord \$539.80, which represents compensation owing for the use of the unit from December 13, 2025, to January 20, 2026.
5. The Tenant shall also pay the Landlord compensation of \$26.99 per day for the use of the unit starting January 21, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$1,853.13, 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 \$875.84 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 \$1,703.09.
10. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Ilan Shingait
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 September 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.