Order under Section 69
Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Smith-Huxtable, 2026 ONLTB 7841
Date: 2026-01-28
File Number: LTB-L-102375-25

In the matter of: 2307, 250 DAVENPORT RD
TORONTO ON M5R1J8

Between: Toronto Community Housing Corporation — Landlord

And

Jarome Smith-Huxtable — Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jarome Smith-Huxtable (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.

This application was heard by videoconference on January 20, 2026.

The Landlord's agent Kelly Flemming, the Landlord's legal representative Travis King the Landlord's witnesses Felix Taja, Damion Robinson, Shariza Bharat and Christina Strang, and the Tenant's support Lovepreet Kaur and the Tenant's witness Rozelen Carrillo attended the hearing. The Tenant signed in at the onset of the hearing block.

Determinations:

Preliminary Issue:

The Tenant's Attendance at the Hearing

1. The Tenant signed into the hearing at the onset of the hearing block. However, when the matter was called around 9:19 am, the Tenant's support advised that the Tenant left the

hearing. Both the Tenant's support and witness said the Tenant suffers from various mental health issues and said the matter should be adjourned based on medical grounds.

2. I stood the matter down to allow the Tenant's support to canvas the Tenant and his participation at the hearing. They advised that the Tenant did not respond when they knocked on his door.

3. The Tenant's support and witness are involved with the Tenant's care. Rozelen Carrillo (RC) is the Tenant's case manager. She said that the Tenant suffers from various mental health issues. However, she is not qualified to provide a diagnosis and said this is her understanding from the Tenant's various medical professionals.

4. RC said an adjournment is appropriate in the circumstance to allow the Tenant to secure legal counsel and prepare for the hearing. She said that the Tenant is triggered by electronic-based devises and screens are an issue. She said that when they became aware of the hearing, they attempted to secure legal counsel for the Tenant but the Tenant refused to communicate with legal counsel.

5. RC confirmed that no documentary evidence was led to support the claims related to the Tenant's medical issues and his ability to participate at a hearing.

6. The Landlord's representative opposed the adjournment request, stating that a list of legal clinics was provided to the Tenant on November 20, 2025. Contact was made by the legal clinic and the Tenant refused to communicate with the legal clinic. He said he has not been contacted by the legal clinic nor was a letter provided by the legal clinic regarding this tenancy.

7. It is the position of the Landlord that to further delay the hearing would be prejudicial to the Landlord. The behaviour that gave rise to the N7 notice has escalated to a point where Toronto Fire will likely levy a fine against the Landlord related to the fire safety issues in the rental unit. The Landlord received a notice of violation from Toronto Fire around May 2025 and the continued breaches will likely result in charges against the Landlord. The Landlord is aware of the Tenant's circumstances and has provided extensive support and the Tenant has consistently refused the support. The escalating behaviour of the Tenant resulted in serious safety concerns for the Tenant and others that live and work in the residential complex.

8. Section 21 of the *Statutory Powers Procedure Act* allows me to adjourn a hearing if the adjournment is required to permit an adequate hearing to be held. Rule 21.8 of the Board's Rules of Procedure sets out relevant factors I may consider in deciding a request for adjournment.

9. I note, when the Tenant signed into the hearing, he did not state any medical related issues. Rather, he said he needed an adjournment to secure legal counsel. While I accept the Tenant may suffer from various medical issues related to his mental competency or capacity issues, there was no medical documents for the Board to consider.

10. Based on the submissions made at the hearing, I exercised my discretion to deny the adjournment request. I considered the seriousness of the N7 allegations. I also considered the Tenant's refusal to communicate with the legal clinic and his repeated refusal of the extensive supports provided by the Landlord. In my view, it is unlikely that

an adjournment would lead to any different and positive outcome. When I considered the Tenant's circumstances and the Landlord's concerns, I denied the adjournment request.

The N7 Notice of Termination – Serious Impairment of Safety and Wilful Damage

11. On November 20, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of January 12, 2026. The allegations as per Schedule A attached to the notice include the Tenant's longstanding behaviour related to damage to the fire and safety devices in the rental unit and damage related to the bathroom tiles, excessive clutter and damage to the walls of the rental unit.

12. The Landlord's representative said that due to the Landlord's "blackout policy" for December, the termination date was pushed to January 2026 but the allegations do rise to the level required to serve an N7 notice.

13. The Landlord seeks an expedited termination of tenancy but not claiming damage as per s.89 of the *Residential Tenancies Act, 2006* (the 'Act').

14. 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, tenancy shall be terminated as detailed below.

15. The Tenant was in possession of the rental unit on the date the application was filed.

16. The rental unit is a one-bedroom apartment in a multi-unit complex. The complex is a high rise that consists of 25 stories, 450 total units that houses around 219 seniors and around 47 families.

17. The tenancy began in May 2021.

18. The Landlord's witnesses testified to the incidents alleged in the N7 notice, the support services provided to the Tenant, the Tenant's ongoing behaviour and the gravity of the situation and impact on the other tenants and the Landlord.

19. The Landlord's disclosure includes invoices, photographs, various communications and case law (DOC7092274, DOC7121893).

20. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

The Safety Issue and Damages

Witness #1:

21. Kelly Flemming (KF) is a supervisor who is familiar with the Tenant and the alleged issues.

22. To summarize, KF said that the Tenant has a long history of tampering with and damaging the fire safety devises at the rental unit, which impacts the entire complex and places other tenants in danger. Specifically, the Tenant routinely tampers with the speaker strobe, cuts wires and damages the fire and heat detectors. The Landlord sent letters to the Tenant on

December 16, 2025 and February 28, 2025 outlining the serious fire safety concerns and damage as a result of the Tenant's behaviour.

23. KF said the Landlord is involved with community agencies and support groups and the Tenant has been afforded various and ongoing support services and the Tenant repeatedly refuses the supports.

24. KF said that it is unlikely the Tenant would comply with a conditional order from the Board due to his failure to accept any level of support offered by the Landlord and community agencies. There is a real risk of safety to the other tenants within the complex.

Witness #2

25. Felix Taja (FT) is the Landlord's super intendant. He is familiar with the Tenant and the tenancy issues.

26. It was the testimony of FT that there have been fire safety issues with the Tenant since around 2022. The Tenant repeatedly tampers with the smoke detectors, heat detectors, emergency speaker and fuses. This leads to a larger safety concern for the entire complex. The Landlord has incurred costs related to the repairs related to the devices damaged by the Tenant. The Tenant frequently cuts wires, removes safety devices, spray paints the devices, removes fuses. FT reviewed the photographs he took in the rental unit, various invoices and communications.

27. FT testified to the condition of the rental unit and damage caused by the Tenant as per the N7 notice. Specifically, FT said the Tenant has repeatedly damaged bathroom tiles, broke the bathroom wall, leaves the shower running resulting in water damage, vandalized the fire alarm system and the overall state of the unit is uninhabitable. FT's claims were supported by photographs he took at various times while attending to issues at the rental unit.

28. FT expressed concern for the other tenants as a result of the Tenant's behaviour. He said that he has tried to work with the Tenant to correct his behaviour for three years and no progress has been made.

Witness #3

29. Christina Strang (CS) is the community service co-ordinator and is familiar with the Tenant and the tenancy issues as they relate to the N7 notice. She said that she has been in the rental unit numerous times including January 13, 2026. The condition of the unit is "as bad as it gets." She said there are serious hygiene issues and the unit is in a serious state of disrepair as a result of the damage caused by the Tenant. She said the unit is hard to traverse due to the degree of clutter.

30. CS is aware of the Tenant's destructive behaviour regarding the fire safety equipment and has tried to work with the Tenant and the Tenant continually declines any support. CS is aware of the fire safety issues and the involvement of Toronto Fire and concerned for the safety of other tenants. The Mobil Crisis team has been deployed and the Tenant declined support. The Tenant's ODSP worker told her the situation cannot be stabilized. While the Landlord has provided numerous supports to the Tenant, accommodation cannot be

forced upon the Tenant. She believes that all options to preserve this tenancy have been exhausted and other assisted living options may be more suitable in this situation.

Witness #4

31. Shariza Bharat (SB) is a supervisor for fire safety and is familiar with the Tenant and the tenancy issues related to the N7 notice.

32. SB's testimony consisted of a detailed explanation of the buildings fire safety systems and how they function within the Tenant's unit and the residential complex. SB said that the Tenant's ongoing behaviour of destruction to the various safety devices in the rental unit in in contravention of various legal requirements. This places others in the building at risk and compromises the Landlord and their obligations to ensure a safe environment.

33. SB said the Landlord is in receipt of a notice of violation as a result of the Tenant's conduct as per the N7 notice, issued May 30, 2025. While the charges have not been levied against the Landlord, they are likely pending as the deficiencies continue and the Landlord can not get a clear inspection. The damage caused by the Tenant to the various safety devises compromises the safety of the numerous tenants living at the residential complex.

34. Overall, the Landlord's representative said that the Landlord has tried many times and in multiple ways to support the Tenant but the Tenant continues to decline any support.

35. Relying on *Furr v. Courtland Mews Cooperative Housing Inc., 2020* ONSC 1175 (CanLII), the Landlord takes the position that the "serious impairment of safety includes both actual impairment and a real risk of impairment". It is not necessary that anyone has actually been hurt or injured; a foreseeable act or omission creating a real risk is sufficient.

Analysis

36. Section 66 of the Act allows a landlord to give a notice of termination if an act or omission in the residential complex seriously impairs or has seriously impaired the safety of any person.

37. Section 63(1) of the Act allows a landlord to give termination notice if the Tenant, occupant or guest, wilfully causes undue damage to the rental unit or complex.

38. In this instant case, the Landlord's concern in the Form N7 is that the Tenant's conduct of repeatedly causing damage to the fire safety devices in the rental unit and the damage to rental unit and excessive clutter results in fire, health and safety risks to the Tenant and other persons.

39. The Landlord's evidence is that the Tenant has been made aware of the violations and safety concern, damage, has been provided support and the Tenant's behaviour continues and the unit remains essentially unchanged, and is perhaps worse. The Tenant's behaviour and the condition of the unit remains a danger to the other numerous residents of the residential complex.

40. Based on the evidence before the Board and on a balance of probabilities, I find the Tenant has seriously impaired the safety of other persons, namely the other residents of

the residential complex by continuing to damage and interfere with the unit's fire safety devises. I am also satisfied that the Tenant has wilfully damaged the rental unit as claimed in the N7 notice to such a degree that it in an unsafe state.

41. Tampering with, or disconnecting/removing, fire safety devices in a multi residential building is a serious safety hazard for all of the tenants of the building, including the Tenant himself, the fire and heat detector and the fire speaker gives early warning of a situation of emergency and enables tenants and the Landlord to address a fire hazard in a timely fashion. These devices must remain in the appropriate place and in working order.

42. In arriving at this decision, I also considered that the Landlord, aware of the Tenant's circumstances has done everything available to provide support to the Tenant and the Tenant refuses to accept the support.

43. While termination of tenancy is a remedy of last resort, I am not satisfied that the Tenant would comply with a conditional order.

Daily Compensation

44. The Tenant was required to pay the Landlord $449.20 in daily compensation for use and occupation of the rental unit for the period from January 13, 2026 to January 20, 2026.

45. Based on the monthly rent, the daily compensation is $56.15. This amount is calculated as follows: $1,708.00 x 12, divided by 365 days.

46. At the hearing, the Landlord's representative said the Tenant is in arrears of rent.

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

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

Relief from Eviction

49. I turned my mind to the circumstances of the Tenant and the Landlord.

50. The Landlord, aware of the Tenant's medical issues, has put various supports in place and the Tenant refuses to accept the support. In my view, the Landlord has exhausted all options to preserve this tenancy. The Tenant continues to tamper with the fire safety devises at the rental unit and wilfully causes damage to such a degree that the Landlord will likely be charged by Toronto Fire. The other damages caused by the Tenant have been done wilfully and repeatedly. In my view, the concern for other tenants' safety is paramount.

51. In considering the Tenant's situation, I have exercised by discretion to provide a short delay in terminating the tenancy to allow the Tenant some additional time to investigate housing options.

52. 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 15, 2026 pursuant to subsection 83(1)(b) of the Act.

53. This order contains all of the reasons for the decision within it. No further reasons shall 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 February 15, 2026.
2. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.
4. The Tenant shall pay to the Landlord $449.20, which represents compensation for the use of the unit from January 13, 2026 to January 20, 2026, less any monies already paid to the Landlord.
5. The Tenant shall also pay the Landlord compensation of $56.15 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 also pay to the Landlord $186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

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Dana Wren
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 16, 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.