



Order under Section 69 Residential Tenancies Act, 2006

Citation: Caycedo v Malone, 2026 ONLTB 8814

Date: 2026-01-27

File Number: LTB-L-096119-25

In the matter of: Main Floor Unit 1, 67 RUSSELL HILL DR
BARRIE ON L4N0C1

Between: Diana Caycedo Landlord
2673173 Ontario Inc

And

Hailey Malone Tenant

Diana Caycedo and 2673173 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Hailey Malone (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.

This application was heard by videoconference on December 2, 2025 at 2:05 p.m.

The Landlord Diana Caycedo, the Landlord's representative Janis Taylor, licensed paralegal and the Tenant Hailey Malone attended the hearing.

Preliminary Issues:

Request to Amend

1. The parties consented to amend the application to remove Herbie Malone as a party to the application.
2. Section 201(1)(f) of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party.

3. As the request was undisputed, the application was amended.

Disclosure of Evidence

4. The Tenant requested to admit evidence, a photograph of the rental unit. The Tenant submitted that the photograph was taken 4 days prior to the hearing and therefore she was unable to submit the evidence or circulate it to the Landlord pursuant to Rule 19 of the Board's Rules of Procedure.
5. The Landlord's representative initially objected to allowing the photograph into evidence and submitted that they had not received a copy of the evidence and has not had time to review it in advance of the hearing and therefore admitting the evidence at such a late juncture would prejudice the Landlord.
6. Disclosure and evidence are dealt with in Rule 19 of the Board's Rules of Procedure. In this case, the relevant subsections state:

19.3 At any time before the hearing has been completed, a party may be directed or ordered to disclose and exchange documents or any other material relevant to the proceeding unless the LTB is satisfied the document is privileged.

7. After taking submissions from both parties and reviewing the content, I offered the matter be stood down to provide an opportunity for the Landlord to review the photograph. The Landlord found this acceptable, and I find in this case, a short delay in the proceedings would reasonably allow the time required for the parties to share the evidence and the Landlord to review the relatively limited quantity of materials without adding prejudice. Therefore, I permitted the photograph be admitted into evidence.

Determinations:

8. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant is terminated on February 15, 2026.
9. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

10. On November 13, 2025, the Landlord gave the Tenant an N7 Notice of termination. The Notice of termination alleges that on November 3, 2025 the Tenant caused a fire in the rental unit which led to a serious impairment of safety of the Tenant and the tenants in the basement unit within the residential complex. The Notice further alleges the fire caused extensive damage to the rental unit and that the Tenant, by refusing to remove her personal belongings since November 4, 2025, is willfully causing further damage to the rental unit.

11. The residential complex consists of 2 units in a single detached home, a basement unit and the subject unit which is 2-bedroom unit on the main and second floor.

Serious Impairment of Safety

12. Section 66(1) of *Residential Tenancies Act, (2006)* states:

A landlord may give a tenant a notice of termination if,

- (a) an act or omission of the tenant an occupant or a person permitted in the residential complex seriously impairs or impaired the safety of another person; and
- (b) the act or omission complained of occurs in the residential complex.

13. In order to be successful on this ground, the Landlord must establish that the effect of the actions of the Tenant, someone visiting or living with the Tenant threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the actions of a tenant or tenant's occupant or guest put someone at serious risk of physical harm. Not every risk of physical harm to another will meet the test, as the impairment of safety must be serious.

Landlord's evidence

14. The Landlord testified that on November 3, 2025 a fire occurred in the rental unit, and while no one was injured, as a result of the fire the rental unit sustained extensive damage and was rendered uninhabitable. Entered into evidence was a Fire Report from Barrie Fire and Emergency Services dated November 3, 2025 stating that the fire originated on the second floor. Also entered into evidence were photographs taken by the Landlord's insurer, Cooperators insurance, dated November 4, 2025. The photographs show evidence of fire and smoke damage as well as several remaining items that belong to the Tenant such as a dresser.
15. The Landlord further testified that the Tenant was responsible for causing the fire. Entered into evidence was a letter from Cooperators Insurance, dated November 21, 2025 which states the engineer concluded the fire started in a second level bedroom and it was likely caused by a candle that was left burning in the room.
16. The Landlord further testified that the home is an ongoing safety risk and remains uninhabitable until remediation can be completed; and that remediation efforts cannot begin until the Tenant removes her personal belongings, a task that the Tenant is refusing to complete, despite having access to the unit and being offered supports to complete the work – thus prolonging the unsafe conditions. Entered into evidence was correspondence from Jennifer Cooper from Cooperators Insurance to the Tenant dated November 6, 2025 and November 18, 2025. The insurer communicates to the Tenant that after speaking with the Tenant's adjuster, that it is the Tenant's responsibility to remove her personal belongings, the unit is structurally sound, and that the Landlord has offered to coordinate

contractors on the Tenant's behalf to remove any personal belongings. Also entered into evidence is correspondence dated November 18, 2025 titled "Lock Code as per your..." that lists the lock code to the rental unit.

Tenant's evidence

17. The Tenant does not deny that the fire originated in the rental unit. The Tenant denied that the cause of the fire was a candle stating that her daughter does not use candles in the rental unit.
18. The Tenant testified that on November 3, 2025 at or around 9:15 a.m. the Tenant returned home after dropping her children off at school and saw smoke coming from the residential complex and immediately rushed into the rental unit to save her pets. The Tenant further testified that after speaking with the firefighters on scene, they told her that the fire likely started on the second floor of the rental unit in her daughter's bedroom.
19. The Tenant further submitted that she has been unable to remove her belongings since the fire. The Tenant testified that it was unsafe and inappropriate to remove her belongings citing a conversation she had with her insurance provider on November 18, 2025 where the Tenant was informed not to enter the rental unit as their investigation was ongoing. The Tenant further testified that even if there were no safety concerns, the Landlord has failed to remove snow from the driveway which has impeded the Tenant's ability to access the rental unit; entered into evidence was a photograph taken by the Tenant dated November 28, 2025 showing snow covering the driveway. The Tenant further testified that she believed she was locked out of the rental unit for a period of time following the fire; so even if it were safe and appropriate to enter, and there were no access issues due to the Landlord's alleged failure to complete snow removal, she would be unable to access the unit because she was locked out.

Analysis

20. The test under section 66 of *the Act* is whether the effect of the conduct seriously threatened the safety, well being or physical integrity of another person to such a degree that termination of the tenancy is reasonable. Not every risk of harm meets this threshold.
21. Based on the Fire Department report supported by the engineer's statement captured in the letter from the Landlord's insurer, I find it is more probable than not that the fire originated in the Tenant's unit and the Tenant was therefore responsible. The question is not whether or not the Tenant intended harm, therefore determining whether or not the Tenant or the Tenant's daughter lit the candle is immaterial for the purposes of section 66. The question before me is whether continuing the tenancy is reasonable in light of the safety risks created and prolonged by the Tenant's conduct.
22. A residential fire is inherently dangerous and clearly poses a risk of physical harm. In this case, it is undisputed that the fire caused extensive damage, rendered the rental unit uninhabitable, and necessitated securing the residential complex for safety reasons. The risk was not hypothetical; it resulted in actual harm to the residential complex. Moreover, I find the safety impairment extended beyond the Tenant's rental unit. The residential

complex contains another occupied unit, and the fire and its aftermath impacted the habitability and safety of the entire building, as well as the interest of the basement tenant.

23. I also considered the Tenant's conduct following the fire. Here I placed considerable weight on the extensive documentary evidence submitted by the Landlord and find based on a balance of probabilities the Tenant was provided access to the unit as well as several options to remove her personal belongings. The Tenant's testimony was uncorroborated by documentary evidence, and I do not find that the impediment of the snow blocking access to the driveway from November 28, 2025 to the date of the hearing is a credible reason for not acting on her responsibility. In this case, I find that despite being provided with access to the unit and being provided with both instructions, permission and an offer from the Landlord to remove their belongings on the Tenant's behalf, the Tenant failed to remove their personal belongings or take action for several weeks. This prevented remediation from proceeding and prolonged unsafe conditions in the residential complex.
24. Therefore, on the evidence before me, I am satisfied that the Landlord has met the burden of proof to establish based on balance of probabilities that the combined effect of the fire, and the Tenant's failure to cooperate in remediation efforts seriously impaired the safety of persons in the residential complex. Therefore, in these circumstances, termination of the tenancy is reasonable.
25. Given this finding, it is neither necessary nor appropriate for me to make any determination regarding whether the Tenant willfully damaged the rental unit. I therefore make no findings on this allegation.

Relief from eviction

26. 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*.
27. The Tenant is living in temporary accommodations. The Tenant testified the Tenant works two jobs, has 3 school aged children who are 11, 15 and 17 years old and that it would be difficult to compete a housing search and find a suitable unit that can accommodate the Tenant and be located nearby their schools. The Tenant further testified that ideally, she would like the Board to deny the eviction and permit her to move back into the unit, further testifying that she has been emotionally impacted and has also lost many possessions as a result of the fire. Also, for these reasons, the Tenant requested should an eviction be granted, the Board delay the eviction.
28. The Landlord's representative submitted that any delay would only further prejudice the Landlord as the situation was serious and every day the unit was not remediated further damage was being incurred to the unit, resulting in higher costs and financial hardship.
29. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until February 15, 2026. I find the delay will afford the Tenant with additional time to organize her affairs and complete a housing search for an affordable and suitable unit for the Tenant's family in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

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

31. There is no rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on February 15, 2026. The tenancy shall move out of the unit and return vacant possession to the Landlord 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 also pay to the Landlord \$186.00 for the cost of filing the application.
5. 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 27, 2026
Date Issued

Greg Witt
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 15, 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.