



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

File Number: LTB-L-037441-25

In the matter of: 310, 15 FIELD SPARROWAY
NORTH YORK ON M2H3B6

Between: Toronto Community Housing Corporation Landlord

And

Lefter Duka Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Lefter Duka (the 'Tenant') because of wilful or negligent damage to the premises and serious impairment of safety. 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.

This application was heard by videoconference on September 16, 2025.

The Landlord's representative Katarzyna Deptuch and the Tenant attended the hearing. Graeme McIntosh and Jamie McMurray testified for the Landlord.

Reasons:

1. On May 13, 2024, a fire occurred in the rental unit, cause extensive damage. The Landlord brings this application alleging that the Tenant negligently caused the fire.
2. At the hearing, the Landlord withdrew its application to terminate the tenancy. The only issue before me is whether the Tenant should compensate the Landlord for the fire damage.
3. For the following reasons, the Landlord has proved on a balance of probabilities that the Tenant negligently caused the fire.
4. It is undisputed that the Tenant kept a candle on top of his fridge. On May 13, 2024, the candle melted and hot wax ran down the side of the fridge. The wax flowed onto the counter, and came into contact with combustible items on the counter including some gauze in a plastic wrapper. The gauze and other items were ignited by the hot wax. The Tenant was not home at the time.
5. The Landlord argues that the Tenant must have left the candle lit, causing wax to melt and run down the side of the fridge to the counter. The fire was caused when the hot wax ignited the combustible items on the counter.

6. The Tenant argues that the Landlord has not proved that he left his candle lit. He testified that although he keeps the candle on top of the fridge at all times, he does not light it. He lights other, smaller, candles which he puts on top of the fridge when he prays, which he only does on Sundays. He testified that although he had a hectic day on Monday, May 13, he clearly recalls that the candle was not lit when he left home that morning.
7. The Tenant argues that the fire started on top of the fridge, from some other cause. He suggests that there may have been a problem with the electrical system, or someone may have maliciously put gasoline or alcohol on top of the fridge and lit it. In either case, he argues that although the fire melted his candle and caused wax to run down the side of the fridge, that was merely an effect of the fire, not its cause.
8. There is no evidence before me to support the Tenant's argument. There is no evidence that there was any electrical wiring in the area at the top of the fridge that could have caught fire. There is also no evidence that a third party entered the Tenant's unit and started fire, with gasoline or alcohol or otherwise.
9. Further, the Landlord retained a professional fire investigator shortly after the fire. The investigator testified that in his investigation, he did not find any possible ignition sources in the area on top of the fridge, other than the candle. He also testified that the pattern of fire damage in the area of origin was not consistent with burning gasoline or alcohol.
10. I accept that the Tenant sincerely does not recall leaving the candle lit, but there is simply no other credible explanation for the fire. All the evidence is consistent with the Landlord's theory that the candle was left lit, causing hot wax to run down the fridge and ignite items on the counter. The Landlord has proved its theory on a balance of probabilities.
11. Leaving the candle lit constitutes negligence. As a result, the Tenant is liable to the Landlord for the cost of repairs.
12. The Landlord spend a total of \$64,510.86 to repair the fire damage. This included damage to the Tenant's unit, and also water damage to the unit below caused by firefighting efforts. The Landlord is also entitled to its filing fee of \$186.00, for a total award of \$64,696.86. Since that amount exceeds the Landlord and Tenant Board's (LTB) monetary jurisdiction, the maximum jurisdiction of \$35,000.00 will be awarded. The Landlord's rights regarding the remaining \$26,696.86 are extinguished pursuant to section 207(3) of the *Residential Tenancies Act, 2006*.

It is ordered that:

1. The Tenant shall pay the Landlord \$35,000.00, which represents the reasonable costs of repairing damage to the rental unit and the Landlord's filing fee, less the amount by which the total exceeds the LTB's monetary jurisdiction.
2. If the Tenant does not pay the Landlord the full amount owing on or before February 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.