



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Kazi v Paulin, 2026 ONLTB 10627

Date: 2026-02-02

File Number: LTB-L-075131-24-RV

In the matter of: Upper, 439 Caron Ave
Windsor ON N9A5B5

Between: Tafsir Kazi Landlord

And

Jennifer Paulin Tenant

Review Order

Tafsir Kazi (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Paulin (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.
- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-075131-24 issued on October 22, 2025.

On November 4, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 8, 2025 interim order LTB-L-075131-24-RV-IN was issued, staying the order issued on October 22, 2025.

This application was heard by videoconference on January 8, 2026.

The Landlord's Legal Representative, Cameron Parrott, the Tenant and the Tenant's Support, Evan Butcher, attended the hearing. David McGregor ('DM') and Zan Greksa ('ZG') testified on behalf of the Landlord.

Determinations:

1. For the reasons that follow, I find that the Tenant's guest has seriously impaired the safety of a person.
2. The Landlord served the Tenant with an N6 and N7 Notice of Termination on September 9, 2024. Both notices contain the same allegations with respect to a fire that occurred at the residential complex. Since I made a determination that the tenancy should be terminated based on the issue alleged in the N7 Notice, the remaining issues raised at the hearing with respect to the N6 Notice are moot and I have not made any determinations on those issues.
3. The Tenant was in possession of the rental unit when the application was filed.
4. The Landlord served the Tenant with a notice to terminate a tenancy early for serious impairment of safety ('N7 Notice') pursuant to section 66 of the *Residential Tenancies Act, 2006* (the 'Act'). The notice was mailed to the Tenant on September 9, 2024. The termination date in the notice was September 25, 2024. I am satisfied that the notice was properly served and complied with the Act.
5. DM is a Fire Investigator with Windsor Fire and Rescue. He testified that he investigated a fire that occurred on the back deck of the rental unit on August 25, 2024. He testified that a container with fluid was found by police located near the fire. He testified that he interviewed witnesses who were present at the residential complex when the fire occurred and following his investigation, he determined that the fire was started by igniting a flammable liquid poured on the back deck.
6. The Tenant does not dispute that there was a fire on the back deck outside of her rental unit. She testified that she hired someone to do some work around the yard and to fix the fence. She testified that he came recommended by a friend of hers. After an argument took place between him and another guest of hers, he poured gasoline on the deck and ignited it, lighting the deck and himself on fire. She testified that following the fire, he was charged with arson.

Analysis

7. Section 66 of the Act states:

66 (1) A landlord may give a tenant notice of termination of the tenancy if,

(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and

(b) the act or omission occurs in the residential complex. [Emphasis added]

8. Based on the uncontested evidence before me, I am satisfied, on a balance of probabilities that someone visiting the Tenant seriously impaired the safety of another person at the residential complex. I base this on the Tenant's own testimony that her hired help intentionally set the deck on fire, resulting in damage to the deck situated outside of the

rental unit. The fire in the rental unit seriously impaired the safety of other residents in the building.

9. While the Tenant disputes that she was responsible for the actions of the individual responsible for starting the fire, the individual was permitted in the residential complex by her as she had hired him to do work outside.

Section 83

10. The Landlord is seeking termination of the tenancy. The Landlord's Legal Representative submitted that the fire was deliberate, the incident was serious, and people were put at risk because of it.
11. The Tenant seeks to preserve the tenancy. The Tenant states that she didn't want this to happen and the only one actually injured was the individual she hired to do work at the residential complex. She submits that she actually helped in the situation because she extinguished the fire prior to the fire department's arrival and the entire complex could have burned down if she had not helped.
12. I have considered all of the disclosed circumstances in accordance with section 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to section 83(1) of the Act.
13. Conditional relief is appropriate where tenants acknowledge the behaviour and are willing to take steps to change that behaviour, so the same problems do not occur in the future. The evidence here does not support that conclusion with this Tenant as the Tenant does not believe that she is responsible for the fire in any way. While she has not invited this particular individual back to the unit, she continues to state her belief that because she did not actually know the person, she is not responsible for their behaviour. As such, I do not find it appropriate or fair in the circumstances to grant relief from eviction.
14. The Tenant has lived in the rental unit for 6 years, she has two dogs, two cats, and a 27-year-old son who also lives with her. Considering all of the above, it would be fair to postpone eviction to March 31, 2026 and it would be unfair to postpone eviction further.

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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$15,839.00⁶⁴ (less any amounts already paid to the Landlord), which represents compensation for the use of the unit from September 26, 2024 to January 8, 2026.

5. The Tenant shall also pay the Landlord compensation of \$33.70 per day for the use of the unit starting January 9, 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. The total amount the Tenant must pay the Landlord is \$16,083.00.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 2, 2026
Date Issued

Candace Aboussafy
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.