



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cityhousing Hamilton Corporation v Stevens, 2026 ONLTB 11149

Date: 2026-02-04

File Number: LTB-L-043515-25

In the matter of: 612, 95 HESS ST S
HAMILTON ON L8P3N4

Between: Cityhousing Hamilton Corporation Landlord

And

Jessica Stevens Tenant

Cityhousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Stevens (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 heard by videoconference on October 27, 2025.

Only the Landlord's Agents Christine McKay and Monika Szok and the Landlord's Legal Representative, Vladimir Molatchenko attended the hearing.

As of 9:35 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

The Tenant signed in late at 10:18 a.m., after the proceeding had concluded, the Board file did not reflect such issue was communicated prior to the hearing and so this order has issued based on only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. **Therefore, the tenancy shall terminate on March 31, 2026.**
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 26, 2025, the Landlord gave the Tenant an N6 notice of termination (N6 Notice) and an N7 notice of termination (N7 Notice), deemed served July 1, 2025, both with a termination date of July 31, 2025, Both the N6 Notice and the N7 Notice relate to the following alleged incident:

On Tuesday, April 15th, 2025 at approximately 9:20 AM, on-site security was contacted by another tenant notifying them of the smoke on the 6th floor of the residential complex, the guard then made their way to the 6th floor, after confirming the fire was in unit # 612, emergency services were called. Firefighters and emergency services arrived and were forced to breach the door after Ms. Jessica Stevens had barricaded the apartment from the inside of the unit.

Shortly after entering the unit and rescuing Ms. Stevens firefighters brought the tenant downstairs and confirmed that she had started the fire in her bathtub. At approximately 10:00 Pm officers arrived on site and apprehended the tenant after she tried to leave the property before speaking to police.

Due to this incident, the tenant Jessica Stevens was arrested and criminally charged with the following offence:

Arson — disregard for human life

433 Every person who intentionally or recklessly causes damage by fire or explosion to property, whether or not that person owns the property, is guilty of an indictable offence and liable to imprisonment for life where

(a) the person knows that or is reckless with respect to whether the property is inhabited or occupied; or

On the morning of Thursday, March 20th, 2025 at approximately 10:30 AM, on-site security became aware of a package theft, after reviewing camera footage the guard confirmed that Ms. Stevens stole the package from in front of another tenant's door, before going elsewhere in the building to open the package.

By stealing a package belonging to another tenant, Ms. Stevens has committed the following offence.

Punishment for theft

334 Except where otherwise provided by law, every one who commits theft

(a) if the property stolen is a testamentary instrument or the value of what is stolen is more than \$5,000, is guilty of

(i) an indictable offence and liable to imprisonment for a term of not more than 10 years, or

(ii) an offence punishable on summary conviction; or

(b) if the value of what is stolen is not more than \$5,000, is guilty

- (i) of an indictable offence and is liable to imprisonment for a term not exceeding two years, or*
- ii) of an offence punishable on summary conviction.*

On the afternoon of Sunday, March 9th, 2025 at approximately 3:30 pm, on-site security became aware of an incident on the 6th floor after receiving a call stating that Ms. Stevens had tried to kick down another tenant's door. The guard arrived at the 6th floor and attempted to speak to Ms. Stevens, who was uncooperative. After reviewing the footage, police were called to the residential complex.

By repeatedly trying to kick down another tenant's door and enter the unit. Ms. Stevens has committed the following offence.

Breaking and entering with intent, committing offence or breaking out

348 (1) Every one who

- (a) breaks and enters a place with intent to commit an indictable offence therein,*
- (b) breaks and enters a place and commits an indictable offence therein, or*
- (c) breaks out of a place after*
 - (i) committing an indictable offence therein, or*
 - (ii) entering the place with intent to commit an indictable offence therein,*
- is guilty*
- (d) if the offence is committed in relation to a dwelling-house, of an indictable offence and liable to imprisonment for life, and*
- (e) if the offence is committed in relation to a place other than a dwelling-house, of an indictable offence and liable to imprisonment for a term not exceeding ten years or of an offence punishable on summary conviction.*

Presumptions

- (2) For the purposes of proceedings under this section, evidence that an accused***
 - (a) broke and entered a place or attempted to break and enter a place is, in the absence of evidence to the contrary, proof that he broke and entered the place or attempted to do so, as the case may be, with intent to commit an indictable offence therein; or*
 - (b) broke out of a place is, in the absence of any evidence to the contrary, proof that he broke out after*
 - (i) committing an indictable offence therein, or*
 - (ii) entering with intent to commit an indictable offence therein.*

On the morning of Wednesday, April 9th, 2025 at approximately 2:00 PM, Ms. Stevens attended on-site hours at the building, after being provided pet food by a staff member. Ms. Stevens stood up and took a full bag of dog kibble and a case of wet dog food. The staff member told her to put the food down and that she could not just take what she wanted. As she was leaving, Ms. Stevens said that she would barricade herself in her unit and start damaging the unit.

By stealing pet supplies set aside for all tenants in need, Ms. Stevens has committed the following offence.

4. This application associated with the N6 notice is made under s. 61(1) of the *Residential Tenancies Act* (the 'Act'), which states:

61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

5. The N6 notice alleges that the Tenant committed an illegal act contrary to the sections in the *Criminal Code*, as abovementioned.
6. The application associated with the N7 Notice is made under Section 66 (1) of the *Residential Tenancies Act (2006)* ('the Act') which states:

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]

N6 Notice: illegal Act & N7 Notice: Serious Impairment of Safety

7. The Landlord's Agent, Christine McKay (CM) provided uncontested testimony that she is employed by the Landlord on a full-time basis, as the supervision tenant supervisor for the Landlord prior to that she was a Tenant Support Worker for the Landlord.
8. CM testified, that the tenancy has not been going well for several issues, specifically on April 15, 2025 the Tenant ignited a fire in her rental unit, and there was a report of smoke in the hallway from other tenants and when the Landlord's Agents knocked on the Tenant's door there was no answer and 911 was called and found the Tenant barricaded in her rental unit. The tenant was taking downstairs by the first responders and questioned by the local police and thereafter she was arrested on charges of arson when she attempted to flee.
9. CM further testified that on March 9, 2025, and the onsite security became aware of an incident at approximately 3:30pm, the Tenant had attempted to kick down another tenant's door, after which the Landlord's security services attempted, to speak to the Tenant who was uncooperative, and after reviewing the CCTV footage the police were called. CM further testified other residents were fearing for their safety in relation to the above incidents.

10. CM testified that on March 20, 2025, at approximately 10:30a.m. the onsite security became aware that there was package theft at the residential complex, after the review of the CCTV footage, it was confirmed by the Landlord that the Tenant had stole a package that was in front of another tenant's door, before opening the same at another location in the rental complex.
11. CM further testified that on April 9, 2025, the Tenant stole pet food when the Landlord was facilitating a pet pantry with predetermined amounts of pet food for each tenant with a pet, when she was not satisfied with what she received, and refused to return the same after the Landlord's employees told her to not take full bags of kibble and a case of wet dog food.
12. CM testified the Landlord had ongoing concerns and discussions with the Tenant regarding other tenant concerns and the Tenant's conduct to no avail.
13. CM further testified other tenants are afraid of the Tenant and her erratic behavior and she had previously jumped out of window of the rental complex and sustained considerable injuries and was hospitalized for some time and left against medical advice. Moreover, the Tenant had advised the Landlord she was going to vacate at the end of the summer in 2025, which she did not do so which has led to this application based on the allegations in the N6 notice and N7 notice. However, as the further evidence and interactions are not claimed on either notice, I have not included these incidents in my deliberations.
14. With regards to whether the Tenant was criminally convicted or not, and what the conviction charges would have been need not form part of my deliberations. I say this because section 66(1) of the Act, upon which this application is based, does not require criminal charges be laid in order to give the notices or file an application with the Board, although in this case charges were laid for arson, but not the thefts as alleged by the Tenant.
15. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), the Divisional Court confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment. The fact that the Tenant had started a fire, in the rental unit, that could have spread to other areas of the rental complex is concerning.
16. I accept the Landlord's uncontested evidence, which was supported by the surveillance video and the security report, and the Landlord's Agent's oral testimony that the Tenant committed illegal acts in the rental unit and residential complex. In my view, I am satisfied the incidents as outlined in the N6 notice as abovementioned involving the Tenant on a balance of probabilities committed illegal acts as alleged and further the Tenant's conduct on April 15, 2025, constitutes a serious impairment of safety to another person, and that this act took place in the residential complex. The Tenant's conduct on this date was not only dangerous but reckless.

17. Based on the evidence before me, I am satisfied that the Tenant engaged in the conduct as detailed in the N6 Notice and N7 Notice and, as such they committed an illegal act(s) at the residential complex and the further the Tenant has seriously impaired the safety of another person in the residential complex.
18. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord did not collect a last month's rent deposit from the Tenant.

RELIEF FROM EVICTION

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 March 31, 2026, pursuant to subsection 83(1)(b) of the Act.
22. The Landlord's Legal Representative submitted that the Tenant has resided in the residential complex for some time, and he is not aware of any specific circumstance or other personal financial circumstances, other than the Tenant's erratic behaviour as described by the Landlord's Agent. Moreover, the Landlord has attempted on multiple occasions to assist the Tenant with her behavioral tendencies, to no avail. Further, the Tenant poses a continued risk to the other tenants in the building.
23. The Landlord's Legal Representative, also submitted about other tenants and individuals who have had negative interactions with the Tenant.
24. Given the circumstances, I find that a short delay in eviction is appropriate. This will allow the Tenant some time to find alternate housing, while reducing any further prejudice to the Landlord. The Landlord did not allege of any other conduct since the N6 or N7 notices were served or the application filed, which was similar in nature to the alleged conduct in the notices, other than fear of the tenants regarding further incidents of arson, theft and erratic behaviour.
25. This Order contains all of the reasons within it. No other reasons shall issue.

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 \$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 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.

February 4, 2026
Date Issued

Panagiotis P. Roupas
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 October 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.