



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Halushka, 2026 ONLTB 11850

Date: 2026-02-10

File Number: LTB-L-086444-25

In the matter of: 1401, 100 HIGH PARK AVE
TORONTO ON M6P2S2

Between: Toronto Community Housing Corporation Landlord

And

Adam Halushka Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Halushka (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 February 2, 2026.

Only the Landlord's representative Jessica Fletcher, and witnesses for the Landlord Brittany Lithgow, Scott Ellis and Scott Irvine attended the hearing..

As of 10:55 am, 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.

Determinations:

1. 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. **However, the tenancy will continue subject to conditions on the Tenant's behaviour.**

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 10, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination. The notices of termination contain the allegations that the Tenant activated the fire alarm on 9 separate occasions without lawful excuse.
4. I have taken into consideration the uncontested evidence of the Landlord's witness Brittany Lithgow, which included several CCTV footages of the Tenant pulling the fire alarm, and Occurrence reports of fire department response to each of the nine occurrences from Jan 29, 2025 through to June 25, 2025. The Tenant was warned by the Landlord not to engage in that conduct yet continued to do so.
5. I have also taken into consideration the evidence of Toronto Police Service Detective Constable Scott Irving who laid charges against the Tenant under the Criminal Code of Canada for those same actions.
6. The Tenant was charged failing to comply with a May 4, 2024 undertaking with police by again pulling the fire alarm contrary. He was then placed under conditions on July 8, 2025 that he "must not pull any fire alarm unless there is a verifiable emergency".
7. I'm satisfied the Landlord has proven on a balance of probabilities that the Tenant has seriously impaired the safety of other Tenants in the residential complex by repeatedly engaging the fire alarm in the middle of the night, when there was no sign of fire, smoke or emergency. This conduct occurred in the residential complex.
8. I am also satisfied that the Tenant committed illegal acts contrary to the Criminal Code of Canada sections 437, 145(4)(a), namely willfully causing a false alarm of fire without reasonable cause and failing to comply with conditions while released on an undertaking.

Relief from eviction

9. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. The Tenant was aware of this hearing date and chose not to attend. The Landlord called the Tenant in the morning of this hearing but the Tenant stated he did not receive the notice of hearing, although he was properly served by the Board. A copy was also given to him by the Landlord in their evidence package served on January 21, 2026. The Tenant called the Landlord's representative during the hearing at 9:45 a.m.. Ms. Fletcher advised the Board that the Tenant said he cannot attend, and stated he "will never pull the fire alarm again". He stated he is not seeking to have this matter heard on another day, and that "he wasn't going to deal with this". He stated, "whatever will happen will happen". He was told the matter would proceed without him and he stated that "it was fine".
11. The Landlord requested that a conditional order be issued instead of termination of the tenancy, to accommodate the Tenant, who struggles with mental health issues. Although the Tenant has not responded to offers by the Landlord to support and provide service

referrals, he has also not caused false fire alarms since he was released on bail on July 8, 2025.

12. Given the statements of the Tenant, and the position of the Landlord, I find therefore that it would not be unfair in the circumstances to grant a conditional order which will mirror the Tenant's bail conditions.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant, a guest of the Tenant or occupant of the rental unit shall not commit illegal acts or engage in activities which seriously impair the safety of other people in the rental unit or residential complex including but not limited to not pulling any fire alarm unless there is a verifiable fire emergency.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
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 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 10, 2026

Date Issued

Julie Broderick

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.