



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Toronto Community Housing Corporation v Power, 2026 ONLTB 11826

**Date:** 2026-02-04

**File Number:** LTB-L-086405-25

**In the matter of:** 212, 4110 LAWRENCE AVE E  
SCARBOROUGH ON M1E2S1

**Between:** Toronto Community Housing Corporation Landlord

**And**

Derek Power Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Derek Power (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 January 26, 2026. The Landlord's legal representative Nanya Menon attended the hearing. The Tenant attended the hearing and spoke with duty counsel prior to the hearing.

### **Determinations:**

#### *Preliminary Issue:*

1. The application notes the monthly rent is \$139.00. At the hearing, the Landlord confirmed the monthly rent, inclusive of parking is \$142.00. The application is amended to reflect the lawful monthly rent is \$142.00.

2. 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. I determine a conditional order is appropriate. The Tenant can remain in the rental unit if the Tenant does not start any fires at the residential complex for the remainder of the tenancy. The Tenant must also pay to the Landlord \$186.00 for the cost of filing the application by March 31, 2026.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. N6 and N7 Notices of Termination

On October 9, 2025, the Landlord gave the Tenant an N6 notice of termination ('N6 notice') and an N7 notice of termination ('N7 notice'). The N6 notice and N7 notice of contain the same allegations as follows:

- On February 27, 2024, following receipt of a report of an API fire alarm, Special Constable Woodhouse ("SC Woodhouse"), attended the residential building and met with Toronto Fire Services who determined the cause to be someone smoking on the 2nd floor.
- CCTV footage was reviewed from February 27, 2024 where at approximately 12:49AM, the Tenant could be seen to be smoking a cigarette in front of the elevator in the 2nd floor common hallway.
- The Tenant was then seen to light a piece of paper posted on the wall on fire. The Tenant then got on the elevator, leaving the fire unattended.

5. N6 notice - Illegal Act

The Tenant has committed an illegal act of arson on February 27, 2024 in the residential complex by setting a piece of paper on fire on the wall of the second-floor common hallway. This was a serious action which placed the safety of the other tenants, occupants, guests, and the Landlord's staff at risk.

6. N7 notice - Serious Impairment of Safety

The Tenant has posed a real risk to the serious impairment of the safety of the other tenants, occupants, guests, and the Landlord's staff by setting a piece of paper on fire on the wall of the second-floor common hallway on February 27, 2024. This conduct occurred in the residential complex.

L2 application

7. It is an undisputed fact that on February 27, 2024, the Tenant set a piece of paper on fire on the second-floor common hallway at the residential complex.
8. The Landlord relies on the testimony of Toronto Community Housing ('TCH') Special Constable, Amanda Woodhouse ('Ms. Woodhouse') who has held that position for approximately 2 years, 3 months. She describes her role includes maintaining the safety at the residential complex, and preparing reports with the Toronto Police.

9. Ms. Woodhouse referenced a report which she authored that is dated February 27, 2024 and was produced for the hearing. She states that on that date, a telephone call was received at 12:55 am relating to someone smoking on the second floor and burnt paper was found beside the elevator and on the elevator on the second floor at the residential complex. Toronto Fire services attended and no one was injured.
10. The report further notes that Closed Circuit Television ('CCTV') footage was reviewed and the footage reveals the Tenant smoking a cigarette while walking up to the second floor elevator and the Tenant is then observed pulling out a lighter and lighting a piece of paper attached to the wall on fire before proceeding to enter the elevator.
11. It is the Landlord's position that this incident poses a serious safety risk because the residential complex is a high-rise building and there was a risk of smoke inhalation to others and the risk that the fire could have spread to other parts of the building.
12. The Tenant states the act of him lighting a piece of paper on fire at the residential complex on February 27, 2024 was not on his part. He states that it was due to an adverse reaction to the medication which he was taking for his epilepsy. He states he has had epilepsy for about 30 years. The Tenant states in January 2024, he was prescribed the medication Gabapentin and he states that he experienced an adverse reaction while taking this medication. The Tenant testified that he believes that he was having a seizure on February 27, 2024 and that this was likely while he was on this medication. The Tenant states that his medication was changed, and he is no longer takes Gabapentin.
13. He states that he was involved in a serious motor vehicle accident on September 27, 2023. The Tenant produced a video taken of his vehicle after the car accident which supports the Tenant's vehicle was involved in a serious accident as the vehicle sustained significant damage. The Tenant states because of this motor vehicle accident, he underwent spinal surgery in 2024 and he experiences nerve pain. The Tenant produced a medical note from his neurologist which he states was after the accident to support that he has an ongoing disability as it relates to nerve damage he sustained. The Tenant produced a chronology of dates showing the dates he attended Sunnybrook hospital on four separate occasions during the period June 7, 2024 to October 17, 2025. The Tenant states this was to address the nerve pain that he was experiencing.
14. The Tenant states that prior to the motor vehicle accident and the medication change to Gabapentin, he was stable. He further states that he has had no issues since he stopped taking the medication. The Tenant states that he feels badly regarding the February 27, 2024 incident and has attempted to work with TCH staff since the incident occurred by offering to volunteer during the summer months to assist with taking care of plants at the residential complex. He states that TCH staff also assisted him with arranging at home physiotherapy treatments and assisting him with getting onto a food program.
15. The Tenant states if he is evicted, he would have nowhere to move to. He states that he is isolated and has no family or friends that live in the area. He further states that he currently lives about 150 feet away from where his doctor is located. He states that he relies on a fixed income from the Ontario Disability Support Program ('ODSP') due to his epilepsy and as a result, he would not be able to afford to move to another place and pay market rent.

He also states that due to his physical limitations since the car accident, he has limitations with his dexterity.

16. The Landlord relies on para 17 of the Divisional Court decision *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 in which the Divisional Court relied on *2276761 Ontario Inc. v. Overall*, 2018, ONSC 3264 which determined that a serious impairment of safety includes both actual impairment and a real risk of impairment.
17. The Landlord states that it has a zero-tolerance policy relating to an impairment to safety. The Landlord states that the Tenant poses a safety risk to other tenants in the building as the Landlord would have no way of monitoring the Tenant's ongoing medical condition. The Landlord requests termination of the tenancy and that it be awarded the \$186.00 application filing fee.

### *Analysis*

18. The Tenant does not dispute that on February 27, 2024, he set a piece of paper on fire on the second-floor common hallway at the residential complex. I find that this is an illegal act pursuant to subsection 61(1) of the *Residential Tenancies Act, 2006* (the 'Act') and pursuant to subsection 66(1) of the Act, that this action seriously impairs the safety of other individuals at the residential complex.
19. However, I accept the Tenant's submission that the action of him lighting a piece of paper on fire on the second floor at the residential complex on February 27, 2024 was not a deliberate act but was due to adverse reaction the Tenant had to a newly prescribed medication he was taking. I found the Tenant to be credible. He provided a thorough and reasonable explanation of what had occurred prior to this incident. He answered questions which were put to him in a straightforward manner. The Tenant's documentary evidence corroborates the Tenant's testimony. I accept that he genuinely feels bad for this incident occurring and there have been no incidents which have occurred at the residential complex since this incident.
19. I accept the Tenant is a vulnerable person who would likely experience homelessness if evicted. The analysis relied on by *Furr* decision is binding on me. I am imposing a conditional order which mitigates prejudice to the Landlord and considers the potential risk to any further impairment to the safety of the other tenants, occupants, guests, and the Landlord's staff at the residential complex.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.
22. 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 for the reasons I provide above.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the remainder of the tenancy, the Tenant shall not start any fires at the residential complex.
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 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 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 4, 2026**  
**Date Issued**

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Kimberly Parish  
Vice Chair, Landlord and Tenant Board

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