



Order under Section 69 Residential Tenancies Act, 2006

Citation: The City Of Peterborough C/O Peterborough Housing Corporation v. Taylor, 2026
ONLTB 11940

Date: 2026-02-05

File Number: LTB-L-090467-25

In the matter of: Lower, 808 Sherbrooke St
Peterborough ON K9J2R1

Between: The City Of Peterborough C/O Peterborough Housing Corporation Landlord

And

Shannon Taylor Tenant

The City Of Peterborough C/O Peterborough Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Shannon Taylor (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 agent Rebekah Vettor and Landlord's representative Ian Macinnis attended the hearing.

As of 10:03 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.

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. **Therefore, I am satisfied there is an urgent need for eviction and the tenancy is terminated on February 10, 2026.**

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 24, 2025, the Landlord gave the Tenant N6 notice of termination. The notice of termination contains the allegation that the Tenant repeatedly tampered with smoke detectors in the rental unit thereby committing an illegal act.
4. On October 27, 2025, the Landlord also gave the Tenant an N7 notice of termination also alleged the Tenant's conduct in repeatedly tampered with smoke detectors seriously impaired the safety of others in the residential complex and rental unit.
5. This conduct occurred in the residential complex.
6. The Landlord provided evidence that the Tenant repeatedly removed the smoke detectors missing. On 8 separate occasions from June 6, 2025 to October 23, 2025, evidence was provided showing the Tenant removed some or all of the smoke detectors in his rental unit. They were replaced by the Landlord immediately, while someone remained on site. On one occasion the Tenant removed them less four days later. Carbon Monoxide alarms were similarly disabled.
7. I am satisfied the removal of these smoke detectors and alarms is an illegal act. The Tenant was charged by the Chief Fire Prevention Officer for tampering with these devices and a hearing is set for February 15, 2026.
8. The Landlord also led evidence that the Tenant was given an open-air burn complaint on June 14, 2025 for starting a fire in the yard of the residential complex which is contrary to the Tenancy agreement and city by-laws. The Fire Department sent a letter to the Landlord notifying them of the complaint and their attendance at the property to stop the fire.
9. This conduct affects the character of the premises and disturbs the reasonable enjoyment of the premises by the Landlord and other tenants due to the risk of fire and carbon monoxide poisoning. Common sense says the Tenant is removing these smoke alarms in bedrooms and the hallways in order to not be detected burning materials that cause fire and smoke, which is a serious safety hazard. This alters the rental unit from a place of safety that other tenants call home to one that endangers their lives.
10. Based on the uncontested evidence provided by the Landlord and their witnesses, I am satisfied that the Tenant or an occupant of the Tenant's rental unit has committed an illegal act in the rental unit and residential complex by repeatedly tampering with the smoke alarms, carbon monoxide alarms, and having an open-air burn and breaching the *Fire Protection and Prevention Act, 1997*.
11. I am also satisfied that the Tenant or another occupant of the rental unit or a person permitted in the residential complex by the Tenant has seriously impaired the safety of other people in the residential complex by repeatedly tampering with the smoke alarms, carbon monoxide alarms.

Daily compensation and Rent deposit

12. The Tenant was required to pay the Landlord \$2,482.56 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to February 2, 2026.

13. Based on the monthly rent, the daily compensation is \$38.79. This amount is calculated as follows: \$1,180.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,152.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$30.99 is owing to the Tenant for the period from January 1, 2025 to February 2, 2026.
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Tenant did not attend to give evidence of their circumstances.
19. I have considered the repeated and flagrant nature of the Tenant's conduct. Even after the fire department and Landlord attended to replace fire detectors, the Tenant continued, repeatedly to remove them in hallways and bedrooms. The safety of every other tenant, as well as all occupants and guests in the rental unit was at risk, not once but 7 times. This is despite multiple letters to the tenant with warnings about their conduct and consequences of continuing to remove the smoke alarms. This despite the fire department attending on October 23, 2025 to attempt to educate the Tenant about their actions.
20. Since the notice of termination was served on the Tenant, the behaviour has continued. On November 13, 2025, an upstairs tenant complained that the Tenant had removed smoke detectors. The Landlord's agent and a Chief Fire Prevention Officer attended on November 14, 2025 and found all but one detector was removed and that one was wrapped in pantyhose.
21. On December 16, 2025 all smoke detectors were found to have been tampered with either by being smashed or covered to affect their operation.
22. Given the strong evidence that the Tenant will continue to remove these safety devices, despite Board orders, Fire Safety Act charges, and notices of termination, I find it would be unfair to delay or deny eviction in the circumstances.
23. The Landlord requests an expedited enforcement. Section 84 of the Act requires an expedited eviction order where a notice is given under section 66 of the Act.

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 February 10, 2026.

2. If the unit is not vacated on or before February 10, 2026, then starting February 11, 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 February 11, 2026; **The Sheriff is requested to expedite the enforcement of this order.**
4. If the Tenant has not already done so, the Tenant shall pay to the Landlord \$2,482.56, which represents compensation for the use of the unit from December 1, 2025 to February 2, 2026.
5. The Tenant shall also pay the Landlord compensation of \$38.79 per day for the use of the unit starting February 3, 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 Landlord owes \$1,182.99 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

February 5, 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 11, 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.