



Order under Section 69 / 89 Residential Tenancies Act, 2006

File Number: LTB-L-060424-25

In the matter of: UNIT #3, 648 MAIN ST
SAUBLE BEACH ON N0H2G0

Between: 2293106 ONTARIO INC. Landlord

FEB 5, 2026

And

CRAIG MORGAN Tenants
SHANON FISHER

2293106 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict CRAIG MORGAN and SHANON FISHER (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

2293106 ONTARIO INC. (the 'Landlord') also applied for an order requiring CRAIG MORGAN and SHANON FISHER (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 4, 2025.

The Landlord's Representative John Lambe, the Landlord's Agent Milo Chebly, the Landlord's Witness Rebecca Walsh, the Landlord's Witness Cindy McPherson and the Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated on February 28, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 17, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains, in part, the following allegations:

December 2024 the Tenant started interfering with the enjoyment of the other tenants and others by smoking in the apartment, causing a fire, damage and smoke throughout the entire units.

April 28, 2025 the Tenant caused \$1,700.65 worth of damage to the outside of the building from improperly disposing his cigarette which caused the building to catch fire.

Undated allegations of: improperly operating thermostat, smells, garbage on balcony and damage to magazines.

4. On June 17, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:

April 28, 2025 the Tenant caused \$1,700.65 worth of damage to the outside of the building from improperly disposing his cigarette which caused the building to catch fire.

The behaviour of the Tenant has severely impaired the safety of the other tenants in the building. These damages were caused through the Tenant's careless actions while smoking on his balcony.

Landlord's Evidence

5. The Landlord's witness Rebecca Walsh (RW), testified that she lives right next door to the Tenant and their units share a front balcony. She testified that she does not use her front balcony due to the Tenant's garbage on the balcony and she also cannot use the yard because of the Tenant's garbage there also.
6. RW testified that there have been two fires in the building due to the Tenant, one from a burnt ceiling fan and the one in April. She testified that she feels unsafe living in her unit because of the Tenant's actions and that other tenants have already moved out because of them.

7. RW testified that the Tenant had control of the thermostat and would keep the heat so high that she would have to keep her windows open.
8. The Landlord's witness Cindy McPherson (CM), testified that she had sent emails to the Landlord because she felt unsafe because of the Tenant and because of that she moved out of her unit in November 2025.
9. CM testified that the Tenant did not respect the anything and threw garbage from their unit, were smoking and drinking, started a fire because of Craig's smoking. She further testified that she was embarrassed to have guests due to the Tenant.
10. CM testified that Craig had tried to put the fire out in April 2025 but she called the fire department. She further testified that during the fire on September 30, 2025, the Tenant left the building and did not notify the other tenants of the fire.
11. CM testified that the Tenant did not take out the garbage and just let it pile up and would turn the heat up so high that she would have to open windows during the winter. Photos of the garbage in the yard were submitted as evidence.
12. The Landlord's Agent Milo Chebly (MB), testified that the issues began a few months after the Tenant moved in and he received complaints about the heat being too high, the smells garbage and smoking.
13. MB testified that the Tenant had 2 fires, the 1st April 29, 2025, as a result of the Tenant smoking and the 2nd on September 30, 2025, which he is unsure of the cause as the Tenant refuses to allow him access to the unit.
14. MB submitted that the cost to repair the damage from the April 28, 2025 fire was kept to a minimum by owing doing the work necessary.

Tenant's Evidence

15. The Tenant Shannon Fisher (SF) testified that on April 28, 2025, there was a small fire because it was windy out and the butt holder that Craig put his cigarette butt in, fell over which caused a fire to go up the wall. She further testified that they did not compensate the Landlord for the damage.
16. SF testified that the garbage in the yard was not from them, that the property was open and garbage was being blown on to the property.

Analysis

17. Based on the evidence before me, I find on a balance of probabilities that the fire on April 28, 2025 was caused by the Tenant negligently discarding a lit cigarette butt, which was blown to the wall of the residential complex, causing the fire on the outside wall.
18. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).

19. Furthermore, the Tenant has seriously impaired the safety of the other tenants by negligently disposing of the lit cigarette butt and causing a fire. This conduct occurred in the residential complex.
20. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

Daily compensation

21. The Landlord's Representative submitted that the Landlord has applied under a separate application for arrears and is not seeking daily compensation under this order.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for damages

23. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex by negligently disposing of a lit cigarette butt which caused a fire at the residential complex.
24. The Landlord has incurred reasonable costs of \$1,700.65 to repair the damage.

Relief from eviction

25. The Landlord is seeking termination of the tenancy on an expedited basis for the safety of the other tenants.
26. The Tenant testified that they have 2 children, 1 who is disabled, and because they live in a small community, there are no units available and having to move will leave them homeless. The Tenant is seeking 6 to 8 months to find alternative housing.
27. 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 February 28, 2026 pursuant to subsection 83(1)(b) 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 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

4. The Tenant shall pay to the Landlord \$1,700.65, which represents the reasonable costs of repairing the damage.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$1,886.65.
7. 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 5, 2026

Date Issued

Brenda Mercer

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 September 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.