



Order under Section 69 Residential Tenancies Act, 2006

Citation: CAMBRIDGE SHELTER CORPORATION v JANZEN, 2026 ONLTB 13168

Date: 2026-02-09

File Number: LTB-L-091001-25

In the matter of: 4, 26 SIMCOE ST
CAMBRIDGE ON N1R8P2

Between: CAMBRIDGE SHELTER CORPORATION Landlord

And

ADAM JANZEN Tenant

CAMBRIDGE SHELTER CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict ADAM JANZEN (the 'Tenant') because:

- 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 5, 2026. The Landlord's Agent, Jonathan Chapman, attended the hearing. The Tenant, supported by Chris Taylor, attended the hearing.

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, the tenancy shall terminate on February 28, 2026.
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 N7 notice of termination alleging that the Tenant repeatedly removes fire detection equipment from his rental unit.
4. The Landlord's evidence, which the Tenant did not contest, is that on 11 occasions since April 2023, shortly after the tenancy began, the Tenant began removing the smoke detector from the ceiling. Most recently the Tenant was found to have removed the smoke

detectors on September 30, October 7, and October 9, 2025. Sometimes the detector is missing; other times it is damaged in such a way that it must be replaced.

5. The building has 20 supportive housing units but also has a homeless shelter to 80 individuals. On October 31, 2023, a guest of the Tenant used a flame thrower to intentionally set heat detection equipment causing an evacuation of 100 people, many of whom are older and vulnerable.
6. Tenants are permitted to smoke in their rental units, so it is critical that the fire detection system work to ensure the safety of everyone in the building. The last time the Landlord attended the rental unit in January 2026, the fire detectors were in place as required.
7. The Tenant states that he has learned his lesson and that he will not continue to dismantle the fire safety equipment. He wishes to preserve his tenancy by way of a conditional order. He is 38 years old and suffered from a traumatic injury and has some memory loss.
8. The Landlord states he does not wish to terminate the tenancy, but that he has tried everything including having the Tenant sign a document which acknowledged he understood how important fire safety equipment is in the building. Despite countless visits, discussions, and the like, the Tenant continues to dismantle the fire safety equipment. The Landlord seeks a termination of the tenancy. However, he notes that the Tenant will likely be placed in the shelter part of the building until such time as another suitable residence can be found for him.
9. I find, on a balance of probabilities, that the Landlord has met their onus of proof. The Tenant does not deny that he has removed and damaged the fire safety equipment and that this happened in the residential complex. I further find that this constitutes a serious impairment of safety.
10. 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.
11. In *Joseph v. Toronto Community Housing Corp.*, [2013] O.J.No.395 ('*Joseph*'), the Tenant appealed, in part, alleging that the Board did not consider relief from forfeiture as it was obligated to do pursuant to s.83(2) of the *Residential Tenancies Act*. The Divisional Court dismissed the appeal finding:

“...the Board clearly considered whether eviction would be unfair having regard to all the circumstances. In particular, the Board considered that the well-being of the community as a whole and the tenants in that community take precedence over the individual's rights to ask for relief from forfeiture in the circumstances. The Board was entitled to so conclude (see *Metropolitan Toronto Housing Authority v. Ricky Owusu- Ansah*, [1995] O.J. No.3864)”.

12. I am not persuaded that a conditional order is appropriate in these circumstances due to the sheer volume of incidents where the Tenant has removed and /or tampered with the fire safety equipment. Although the Tenant was compliant in January, I find that the safety of the other residents takes precedent over the Tenant's individual rights given the Divisional Court's guidance in *Joseph*.

13. The Tenant was required to pay the Landlord \$2,231.00 in daily compensation for use and occupation of the rental unit for the period from November 1, 2025, to February 5, 2026, less any amounts already paid by the Tenant to the Landlord.
14. Based on the monthly rent, the daily compensation is \$23.00. This amount is calculated as follows: \$699.71 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

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 \$2,231.00, which represents compensation for the use of the unit from November 1, 2025 to February 5, 2026, less any amounts already paid by the Tenant to the Landlord.
5. The Tenant shall also pay the Landlord compensation of \$23.00 per day for the use of the unit starting February 6, 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 total amount the Tenant must pay the Landlord is \$2,417.00, less any amounts already paid by the Tenant to the Landlord.
8. 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 9, 2026

Date Issued

Jane Dean

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.