



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093201-25

In the matter of: 208, 392051 Grey Road 109
Holstein ON N0G2A0

Between: Grey County Housing Landlord

And

Jaret Price Tenant

Grey County Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Jaret Price (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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.

This application was heard by videoconference on February 4, 2026.

Only the Landlord's representative Michael MacLeod attended the hearing. Cory Barfoot and Spencer Tesser testified for the Landlord.

Reasons:

1. The Tenant did not attend the hearing. His mother attended and indicated that the Tenant was in the hospital, and planned to connect to the videoconference with the assistance of a nurse and social worker. I held the matter down until 9:40pm, but the Tenant did not attend. The matter proceeded based on the Landlord's evidence.
2. On October 31, 2025, the Tenant deliberately lit a fire in front of a neighbour's door. Some of the evidence against the Tenant is circumstantial and/or hearsay, but in the absence of any contest from the Tenant, it is sufficient to prove the incident on a balance of probabilities.

3. The Tenant's conduct constituted the illegal act of arson contrary to the *Criminal Code*. Because of the illegal act, the Landlord served an N6 notice of termination.
4. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'RTA'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the RTA. The Tenant did not attend the hearing to seek relief. His conduct was serious and dangerous.
5. At the hearing, the Landlord requested that eviction be expedited. I indicated that I would make that order. However, on reflection I note that pursuant to section 84 of the RTA, expedited eviction for an illegal act is only available if the illegal act involved drug trafficking or production pursuant to section 61(2). Since that is not the case here, I cannot order an expedited eviction. A standard order will issue terminating the tenancy eleven days from the date of the order.

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 20, 2026.
2. If the unit is not vacated on or before February 20, 2026, then starting February 21, 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 21, 2026
4. The Tenant shall pay 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 February 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Dale Whitmore
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 21, 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.

