



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-088310-25

In the matter of: 404, 230 AMELIA ST W
THUNDER BAY ON P7E6H2

Between: TBDSSAB Housing Programs Landlord

And

Shari Chapman Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Shari Chapman (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

TBDSSAB Housing Programs (the 'Landlord') also applied for an order requiring Shari Chapman (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 February 9, 2026.

Only the Landlord's agent Jamie Petrin attended the hearing.

As of 9:31 am, 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. The Landlord's uncontested evidence, corroborated by photographs, proves on a balance of probabilities that the Tenant or guest or another occupant of the rental unit seriously impaired the safety of the residential complex by disconnecting the smoke detector as pleaded on the valid N7 notice of termination.

2. I find the application must be allowed because the Landlord has proven on a balance of probabilities, that on September 30, 2025 it discovered the smoke detector had been dismantled rendering it inoperable. While in this case there was no actual injury sustained by anyone, a working smoke detector is a critical safety device meant to prevent injury in the event of a fire. Removing it creates a real risk of serious injury particularly in a multi-unit complex such as this. That is why the law requires the Landlord to ensure the presence of a working smoke detector.
3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. There is no last month's rent deposit.
5. The Landlord claimed zero dollars for undue damage to the rental unit. No award can be made because the Landlord presented no evidence on this subject and did not request to amend the application.
6. The Tenant did not come to the hearing to describe their circumstances and the Landlord was not aware of any. The Landlord's circumstances include that fact that has a legal duty to provide safe housing to all persons living in this multi-unit complex. 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.

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 18, 2026.
2. If the unit is not vacated on or before February 18, 2026, then starting February 19, 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 19, 2026. The Court Enforcement Office (Sheriff) is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 19, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026
Date Issued

Nersi Makki
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 19, 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.