



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

File Number: LTB-L-086804-25

In the matter of: 179 MCLAUGHLIN ST
WELLAND ON L3B1R1

Between: Niagara Regional Housing Landlord

And

Ashley Simms Tenant

Niagara Regional Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Simms (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 January 15, 2026.

The Landlord's Agent, Melissa Colitti, the Landlord's Legal Representative, Judith Callender, the Landlord's Witnesses, Tiffany Cassibo and Chelsey Bilodeau, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out within this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On October 10, 2025, the Landlord gave the Tenant an N7 Notice of Termination, with a termination date of October 31, 2025 (hereafter referred to as the 'N7 Notice'), in which they allege that 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 as:
 - On October 1, 2025, the Tenant's minor child ignited and discharged fireworks towards other rental units and vehicles,
 - October 6, 2025, the Tenant was driving their vehicle in the housing community with two (2) minor children sitting on the roof of the vehicle.

Fireworks

a) Landlord's Evidence

4. The Landlord's Agent, Melissa Colitti (hereafter referred to as 'M.C') testified that they are a property manager who has been employed by the Landlord for the past twenty (20) years. They described the Landlord as owning around fifty (50) semi-detached units in the neighbourhood in which the rental unit is located.
5. M.C stated that they received complaints from neighbours of the Tenant regarding the Tenant's minor child operating fireworks and directing them towards other residential units and vehicles, as it appears from a copy of the email dated October 2, 2025, sent to the Landlord by Tiffany Cassibo and the email dated October 5, 2025, sent to the Landlord by Chelsey Bilodeau (DOC-7081334, page 2 of 3; Exhibit 1, *in bundle*).
6. The Landlord's Witness, Chealsey Bilodeau (hereafter referred to as 'C.B') testified that they reside at 183 Mclaughlin St., and are therefore a neighbour of the Tenant.
7. C.B stated that they had contacted the Landlord to raise a concern regarding an incident that had occurred on October 1, 2025 (Exhibit 1). Specifically, the Tenant's minor child, was operating fireworks in the evening, and directing the fireworks from the driveway of the rental unit towards other residential units and vehicles including the vehicle of other tenants, such as Tiffany Cassibo, as it appears from the video recorded by C.B on their mobile device on October 1, 2025, between 7:55pm and 7:56pm (DOC-7081605; Exhibit 2).
8. C.B indicated that they had not spoken to the Tenant regarding the incident that had occurred on October 1, 2025, but had attended a conversation between the Tenant and Tiffany Cassibo, in which the latter had shown a video of fireworks being operated by children in the community, which the Tenant had recognized as being their child.
9. C.B dated that while there had been other incidents involving children and fireworks in the neighbourhood, no such incident had taken place since October 1, 2025.
10. The Tenant did not seek to ask questions to M.C under cross-examination.

11. The Landlord's Witness, Tiffany Cassibo (hereafter referred to as 'T.C') testified that they reside at 176 McLaughlin St., and are therefore a neighbour of the Tenant.
12. T.C stated that on October 1, 2025, they were exiting their driveway around 8:00pm and saw the Tenant's child directing ignited fireworks towards other residential units and their moving vehicle, as it appears from the *Tapo* security camera footage from the T.C's camera facing the front of their unit and driveway and located parallel to the rental unit (DOC-7081490 and DOC-7081476; Exhibit 3, *in bundle*).
13. T.C indicated that, a few days later, they approached the Tenant to discuss the October 1, 2025, incident involving fireworks, as they were concerned about having items, including fireworks thrown in their direction, and the Tenant proceeded to have their child apologize to T.C.
14. T.C recalled that there had been other incidents involving fireworks and the Tenant's child. They did not, however, recall the dates of these other incidents.
15. Under cross-examination, the T.C agreed that the neighbourhood is comprised of multiple families and that there are likely over sixty (60) minor children living in the area.
16. M.C indicated that they had reviewed the recordings submitted by C.B and T.C and had also obtained additional security camera footage from other tenants in the neighbourhood around the same timeframe, which also show children operating ignited fireworks in the evening of October 1, 2025, and directing them towards other residential units and vehicles, as it appears from the *Wyze* security footage dated October 1, 2025, at 19:54 (DOC-7081538; Exhibit 4).
17. Under cross-examination, M.C reiterated that the children operating the fireworks on October 1, 2025, started to do so from the Tenant's driveway.

b) Tenant's Evidence

18. The Tenant agreed that operating fireworks and directing them towards other residential units and vehicles can be dangerous.
19. The Tenant stated that they were unaware of the October 1, 2025, incident, and are unable to recognize their child on the videos provided by the Landlord as evidence (Exhibits 2, 3, and 4). They recalled that no one addressed this issue with them on the day of the alleged event.
20. The Tenant also indicated that there have been previous incidents of fireworks being operated in the area by other individuals.

Car Surfing

a) Landlord's Evidence

21. M.C stated that on October 6, 2025, around 2:30pm, they were attending another unit in close proximity to the rental unit, as they were assisting the tenants of 192 McLaughlin St. with their move in.

22. M.C indicated that as they were exiting 192 McLaughlin St. (and therefore had a direct line of sight of the rental unit), they saw a silver SUV being driven by the Tenant into the driveway of the rental unit, with two minor (2) children (the Tenant's child and a neighbour's child), sitting on the roof of the vehicle, as it appears from the video recorded by M.C on October 6, 2025, their mobile device (DOC-7081629; Exhibit 5).

b) Tenant's Evidence

23. The Tenant recalled the October 6, 2025, incident. They stated that they were in their driveway and that their child had requested to place their head through the sunroof of the vehicle.

24. The Tenant disputes that a child was sitting on the roof of their vehicle.

Analysis

25. The Landlord served the Tenant with the N7 Notice in accordance with subsection 66(1) of the *Residential Tenancies Act, 2006* (the 'Act'), which reads as follows:

66(1) A landlord may give a tenant notice of termination of the tenancy if,

(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and

(b) the act or omission occurs in the residential complex. [Emphasis Added]

26. While some of the conduct alleged by the Landlord is certainly cause for concern, I must emphasize that for the purposes of the Landlord application, only the acts (or omissions) that occurred within the residential complex¹ will be considered. For greater clarity, the Tenant's driveway forms an integral part of the rental unit as is therefore considered to be part of the residential complex.

27. On the basis of the evidence and submission before me, I am satisfied – on a balance of probabilities – that children, including the Tenant's child, operated ignited fireworks towards other residential units, trees, and vehicles. The testimony provided by C.B and T.C was consistent and credible, and corroborated by contemporaneous documentary (Exhibit 1) and video evidence (Exhibits 2 and 3).

28. Although the children continued to operate the fireworks from the public sidewalk and the street, their actions started firmly from the driveway of the rental unit (Exhibits 2 and 3).

29. While the Tenant sought to shift the blame towards other individuals, I did not find them to be credible due to the inconsistencies in their testimony and vague recollection of the events which took place on October 1, 2025. Irregardless, the Tenant remains responsible for the

¹ Section 2 of the *Residential Tenancies Act, 2006*.

actions and conduct of their children and must exercise reasonable supervision over them or make reasonable efforts to prevent or discourage such conduct.²

30. Having found that the Tenant allowed children to operate fireworks from the driveway of the rental unit, I find that the proximity of the fireworks to the rental unit and to other residential units constitutes a serious impairment of safety as the Tenant exposed themselves, their children, and other residents and occupants of the neighbourhood to an increased risk of fire.
31. Furthermore, I am satisfied – on a balance of probabilities – that the Tenant operated their vehicle in the driveway of the rental unit on October 6, 2025, with an individual seated on the roof of their moving vehicle.
32. The testimony from M.C with respect to the October 6, 2025, incident is consistent and credible and corroborated by a video (Exhibit 5) which clearly depicts an individual horizontally seated on the roof of the vehicle (as opposed to simply a head sticking out of the sunroof of a moving vehicle) as the vehicle enters the driveway of the rental unit.
33. While the speed at which the Tenant was operating their vehicle as they entered the driveway of the rental unit was seemingly reduced, there can be no doubt that driving a vehicle in this fashion is dangerous to the Tenant and their child, and unnecessarily causes risks of bodily harm, and thus seriously impairs their safety.³
34. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs

Relief From Eviction

35. The Landlord sought the termination of the tenancy as they submit that one of the Landlord's responsibilities is to ensure the safety of the member of their community and that the Tenant's actions and conduct prevent them from doing so as the Tenant has shown a disregard to the safety of others by enabling ignited fireworks to be operated in close proximity to the rental unit and other residential units and allowing children to *car surf*.
36. The Tenant sought to continue the tenancy, as they have been living in the rental unit for ten (10) years, and they currently occupy the rental unit on a full-time basis with their minor child.
37. The Tenant stated that they do not have familial resources nearby and that it would be very difficult for them to find alternate housing accommodations in light of their limited resources.
38. The Tenant committed to educating their children with respect to the risks associated to the use of fireworks and restrict their usage.
39. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the length of the tenancy and the Tenant's conduct since the events that occurred on October 1, 2025, and October 6, 2025, and find that it would not be unfair to

² Sections 2 and 3 of the *Parental Responsibility Act, 2000*.

³ Section 320.13 of the *Criminal Code, 1985*.

grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

40. Indeed, the incidents which form the basis of the claims brought forward by the Landlord, while certainly concerning, were seemingly isolated in nature, as the Landlord and their witnesses reported no such incidents following October 1, 2025, and October 6, 2025.
41. Under the circumstances, I therefore find it appropriate to provide the Tenant an opportunity to continue the tenancy in accordance with the terms set out below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Starting March 2, 2026, and continuing through March 31, 2029, the Tenant, another occupant of the rental unit or a person the Tenant permits in the residential complex, shall not seriously impair the safety of any person in the residential complex by operating, or permit to be operated, fireworks or other highly flammable objects using or containing propellant powder, from within the rental unit or residential complex.
3. Starting March 2, 2026, and continuing through March 31, 2029, the Tenant, another occupant of the rental unit or a person the Tenant permits in the residential complex, shall not seriously impair the safety of any person in the residential complex by operating, or permit to be operated, a motor vehicle in a manner that, having regard to all of the circumstances, is dangerous to the public.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3, of this order, the Landlord may, within thirty (30) days of such a breach and without further notice to the Tenant, apply to the Board under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Alexandre Traboulsi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.