



Order under Section 69 Residential Tenancies Act, 2006

Citation: City of Brantford Housing v Flemington, 2026 ONLTB 26576

Date: 2026-04-01

File Number: LTB-L-100435-25

In the matter of: 95 HENRY ST
BRANTFORD ON N3S5C6

Between: City of Brantford Housing Landlord

And

Gale Flemington Tenant

City of Brantford Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Gale Flemington (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 March 16, 2026. An employee of the Landlord Ashley Cordier and the Landlord's legal representative Lucas Barbosa attended the hearing.

As of 1:27 pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord and Tenant Board ('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 residential complex is a single detached home. The tenancy is based on rent to gear income and the Tenant solely occupies the rental unit.
2. 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 Tenant must move out of the rental unit on or before April 24, 2026, pay daily compensation to the Landlord in addition to the application filing fee of \$186.00.

3. The Tenant was in possession of the rental unit on the date the application was filed.

4. N7 Notice of Termination

On November 28, 2025, the Landlord gave the Tenant an N7 notice of termination ('N7 notice') with a termination date of December 8, 2025. The N7 notice contains the following allegations:

- On November 27, 2025 at 3:00 pm, The Brantford Fire Department along with the City staff attended the rental unit to follow up on requirements from a ruling set out by the Fire Safety Commission on October 20, 2025 to meet the following requirements as follows:
- Compliance date of November 26, 2025;
- Inspection date of November 27, 2025 at 3:00 pm at the rental unit. Combustible material shall be spaced a minimum of one meter from all ignition sources including the stove and water heater within two weeks of the release of the decision from the Fire Safety Commission; and
- Upon inspection, there was not one meter clearance around the stove or the hot water tank.

5. *Serious Impairment of Safety*

The Tenant seriously impairs the safety by not complying with the conditions in the Fire Safety Commission order issued on August 5, 2025 for which a request for reconsideration of the order by the Tenant were denied on October 20, 2025. Specifically, I find there are combustible materials within the rental unit which are spaced less than one metre from the water heater as evidenced by the photographs taken on November 27, 2025 with the Fire Prevention officer JM present. This conduct occurred in the residential complex.

6. The Brantford Fire Department inspected the rental unit on December 12, 2024. Following the inspection, a Fire Inspection Order was issued which was produced for the hearing. The Fire Inspection Order required the following corrective action by February 19, 2025. Egress paths to exits from each room including the stairwell and front landing to be a minimum of 24 inches wide, stored combustibles to be kept in a stable manner, combustible material shall be spaced a minimum of one metre away from all ignition sources, items to be removed from stovetop and inside stove, a one metre clearance from all baseboard heaters, and maintain a maximum of one metre high piles.
7. On January 28, 2025, the Tenant filed an Application for Fire Marshal Review of an Order. The Fire Marshal issued a Fire Marshall Review and refused to consider the substance of the request and the matter was referred to the Fire Safety Commission for a hearing.
8. The Fire Safety Commission held a written hearing and a decision was issued on August 5, 2025 which was produced for the hearing and ordered the following:
- i. Item 1 as set out in the Fire Inspection Order is rescinded;
 - ii. Item 2 as set out in the Fire Inspection Order is amended regarding providing 1 m

clearance from combustibles to all ignition sources, as follows:

- Combustible material shall be spaced a minimum of 1 m from all ignition sources including the stove and water heater, to be completed within 2 weeks of the release of this decision.

iii. Item 3 as set out in the Order is rescinded; and

iv. Item 4 is added to the Order as follows:

- Provide egress paths from the doorway of each room leading to the front entrance and to the side entrance. The egress paths shall be no less than 0.61 m in width, and clear of any objects from the floor to the ceiling. Objects adjacent the egress paths shall be stable such that there is no risk that they may fall into the egress paths and obstruct it. Item 4 shall be completed within 8 weeks of the release of this decision.

i. Item 5 is added to the Order as follows:

- Maintain a minimum clearance of 1 m from the ceiling to stored items, to ensure adequate clearance for smoke alarm operation, to be completed within 4 weeks of the release of this decision.

9. Ms. Ashley Cordier (Ms. Cordier), the property manager testified. She states that to date the Tenant has not brought the rental unit up to compliance with the requirements of the Fire Safety Commission Order. She states that she has offered the Tenant assistance personally and through the Housing Stability Program to try and assist the Tenant with bringing her rental unit in compliance with the Fire Safety Commission Order. She states she offered assistance to the Tenant on November 19, 2025 and November 27, 2025 but the Tenant did not accept the assistance offered.

10. The Landlord relies on several photographs taken on November 27, 2025 at the rental unit with the Tenant present along with the Fire Prevention Officer, JM. The Landlord relies on photographs showing excessive clutter throughout the inside of the rental unit, specifically a photograph showing newspapers, cardboard boxes, and plastic bins with a tape measure indicating these items are not spaced at least one metre from the water heater located in the basement of the rental unit.

11. Ms. Cordier states that the Tenant was offered assistance again on January 16, 2026 with decluttering her rental unit to bring it into compliance with the Fire Safety Commission Order but the Tenant did not accept any assistance.

12. Additional photographs were produced for the hearing which were taken by Ms. Cordier on January 16, 2026 and there appears to be little change to the condition of the rental unit which appears to be filled with excess clutter. Photographs show boxes piled very high close to the ceiling and egress paths are narrow and are surrounded by items and boxes. Cardboard boxes appear in close proximity to the stove but no evidence was led at the hearing to establish the distance of these boxes to the stove.

13. Mr. Cordier states that there are other houses near the rental unit as evidenced in one of the photographs taken on November 27, 2025. She further states that if first responders

needed to enter the rental unit, it would be difficult for them to navigate quickly and easily. She further states there is a safety risk to the Landlord's staff when entering and walking throughout the rental unit. She further states if the residential complex is not brought up to compliance with the requirements set out in the Fire Safety Commission Order, the City of Brantford Housing is at risk of receiving a significant fine.

14. The Landlord requests immediate termination of the tenancy.

Analysis

15. Based on the uncontested evidence of the Landlord and on a balance of probabilities, I find the Tenant has not complied with the the Fire Safety Commission Order issued on August 5, 2025. Specifically, the requirement that combustible material shall be spaced a minimum of one metre from all ignition sources including the stove and water heater, to be completed within 2 weeks of the release of the Order issued on August 5, 2025 for which a request for reconsideration of that Order was denied on October 20, 2025. This is the allegation forming the basis of the N7 notice. I find the November 27, 2025 photographs relied on by the Landlord are persuasive as they strongly support there are combustible items including newspapers and cardboard boxes which are spaced less than one metre from the water heater.
16. I find this seriously impairs the safety of the Tenant and neighbouring residents due to the risk of a fire. One of the photographs taken on November 27, 2025 shows a neighbouring house in close proximity to the residential complex and if a fire were to occur at the rental unit, it may seriously impair the safety of the Tenant and also the occupants living in the neighbouring house. I find there is also a risk for first responders to be able to move safely throughout the rental unit in the event of a fire. There is also a safety risk to the Tenant with being able to quickly and safely exit the rental unit in the event of a fire.
17. I accept Ms. Cordier's testimony which I found to be credible. She answered questions put to her in a straightforward manner. Based on the Landlord's uncontested evidence, I accept that the Landlord has offered the Tenant assistance on at least three different occasions with decluttering the rental unit. I accept that the Tenant has not accepted the assistance offered and to date, the rental unit remains extremely cluttered which has resulted in noncompliance with the Fire Safety Commission Order and combustibles remain spaced less than one metre from the water heater. I accept that the Landlord has tried to accommodate the Tenant up to the point of undue hardship.
18. The Tenant was required to pay the Landlord \$2,174.62 in daily compensation for use and occupation of the rental unit for the period from December 9, 2025 to March 16, 2026.
19. Based on the monthly rent, the daily compensation is \$22.19. This amount is calculated as follows: \$675.00 x 12, divided by 365 days.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.
22. 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 April 24, 2026 pursuant to subsection 83(1)(b) of the Act. I do not find a conditional order would be appropriate as I do not find the Tenant would likely comply with the requirements. This is because the Tenant has not complied with the requirements set out in the Fire Safety Commission Order which was issued on August 5, 2025. The Tenant did not attend the hearing to provide any details regarding her circumstances. The Tenant lives in rent to gear income housing and I accept she may have some difficulty in finding another place to move to. I have allowed the Tenant some additional time to find another place to move to while recognizing that the current condition of the rental unit continues to impose a serious impairment to the safety of the Tenant and others residing close to the residential complex. I find allowing additional time for the Tenant to remain in the rental unit prolongs the issue of the serious impairment to safety.

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 April 24, 2026.
2. If the unit is not vacated on or before April 24, 2026, then starting April 25, 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 April 25, 2026.
4. The Tenant shall pay to the Landlord \$2,174.62, which represents compensation for the use of the unit from December 9, 2025 to March 16, 2026.
5. The Tenant shall also pay the Landlord compensation of \$22.19 per day for the use of the unit starting March 17, 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 \$2,360.62.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 October 25, 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.