



Order under Section 69 Residential Tenancies Act, 2006

Citation: TBDSSAB Housing Programs v Stephen, 2026 ONLTB 27969

Date: 2026-04-09

File Number: LTB-L-003687-26

In the matter of: 415, 230 AMELIA ST W
THUNDER BAY ON P7E6H2

Between: TBDSSAB Housing Programs Landlord

And

Lisa Stephen Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Stephen (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.

This application was heard by videoconference on March 31, 2026.

Only the Landlord's agent Jamie Petrin and the Landlord's legal representative Jennifer Fenton attended the hearing.

As of 10:20 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. I note, the Tenant did not join during the scheduled block and the LTB technical team did not advise of any related issues.

Determinations:

1. The Landlord's representative said that the Tenant was provided with two additional copies of the Notice of Hearing; one was slid under the Tenant's door on January 23, 2026 and the other was included in the Landlord's disclosure brief on March 23, 2026.

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall be terminated as detailed below.
3. The rental unit is a one-bedroom apartment in a multi-unit complex, consisting of around 162 units.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The tenancy began around July 2025.

N7 Notice of Termination - Serious Impairment of Safety

6. On January 2, 2026, the Landlord gave the Tenant an N7 notice of termination with a termination date of January 14, 2026. In the N7 notice, the Landlord asserts that the Tenant, occupant or guest has seriously impaired the safety of another person at the residential complex. The Landlord also claims that the Tenant, occupant or guest has wilfully damaged the rental or residential complex.
7. For clarity, all of the allegations pled in the N7 notice relate to the Tenant's guests.
8. The Landlord's disclosure includes: photographs, reports and communications. The brief was referred to in its entirety (DOC7634129).
9. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence and oral testimony when making my determinations.

The Landlord's Witness

10. Jamie Petrin (JP) is the property manager for the Landlord and has knowledge of the issues that gave rise to the service of the N7 notice to the Tenant.
11. JP provided an overall description of the residential complex and specifically the 4th floor where the Tenant resides. She described the 4th floor as being the most dangerous floor due to the drug trafficking and violence with guns. A toddler and seniors are amongst those who live on this floor.
12. JP provided evidence related to an incident on December 1, 2025 that involved a guest of the Tenant. The guest was seen, via CCTV footage coming and going from the Tenant's unit, several times on the date in question. The guest was covered in feces and hair dye and proceeded to smear the substances on multiple security cameras and doorways on both the 4th floor and 3rd floor of the complex.
13. The custodial staff confirmed the substances to be feces and hair dye.
14. JP said the impact of the compromised security cameras is significant as they are used by staff, security and the Police before entering various areas of the complex due to safety concerns.
15. On December 3, 2025, JP and a tenant support staff spoke with the Tenant about the conduct of her guest. The Tenant was advised that her guest had been trespassed and

not permitted at the residential complex. JP said the Tenant showed no remorse and did not speak to the support staff about any concerns related to the issue and the impact on her tenancy.

16. On the same day, a former trespassed tenant, Justin Cook, was seen entering and leaving the Tenant's unit at 7:51 pm, 8:15 pm, 10:15 pm, 10:50 pm, 11:41 pm and 11:55 pm. During this time, he went to various units known to be involved in drug trafficking, hitting himself, flailing around the common areas while yelling and swinging around a knife.
17. JP said that this caused serious concern for the safety of others at the complex. The Tenant's guest has problem behaviour and his conduct on December 3, 2025 was serious. It happened in a busy area of the complex and it was "a matter of luck" that no one was hurt by his actions.
18. Then, on December 5, 2025, the trespassed person from December 1, 2025 returned to the Tenant's unit and was permitted entry. She came and went from the Tenant's unit multiple times. JP reviewed the CCTV footage to support claims that the Tenant's guest urinated in the elevator and vomited in numerous common areas before returning to the Tenant's unit. She left the unit around 9:12 am and pulled the fire alarm before returning to the Tenant's unit.
19. JP said this was a serious biohazard concern which required the Landlord to take more extreme remediation efforts at a cost of \$213.75 for the elevator clean up.
20. JP also said that complex's fire system is robust. Once the alarm is pulled, the system goes into "trouble state" which means that until this issue is resolved, no other alarm can be activated and this poses a serious risk to safety to the tenants at the complex. Additionally, the evacuation is distressing and triggering for many who live at the complex.
21. With respect to the biohazards, JP believes that the Tenant's guest's behaviour was deliberate which resulted in wilful damage that required more than normal attention. JP said that the footage shows that the Tenant's guest, left the unit for the sole purpose of pulling the fire alarm and this behaviour places the entire complex in an unsafe state.
22. As a result, the Landlord seeks a termination of tenancy.

Analysis

Serious Impairment of Safety

23. Section 66 (1) of the Act, states:

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.

24. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, the Courts find at paragraph 17:

[17] ...In 2276761 *Ontario Inc. v. Overall*, 2018 ONSC 3264, the Divisional Court made it clear that serious impairment of safety includes both actual impairment and a real risk of impairment. In other cases, the Board has held that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:

- (i) the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
- (ii) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
- (iii) extremely loud and intense arguments could easily result in violence and would be a safety hazard.

25. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens or has threatened the well-being or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others.

26. Firstly, I am satisfied that the Tenant permitted the trespassed persons in her rental unit.

27. In the case before me, related to the Tenant's guest pulling fire alarm, while there was no actual injury sustained by anyone, there was a high risk for an injury to occur that would have a serious effect on any resident needing to flee the building in the event of fire and not made aware of said fire. When the fire system was triggered, it remained in a "trouble state" until resolved. Had there been an actual fire, the system would not alert the tenants. I believe this seriously impaired the safety of the those at the residential complex.

28. The Tenant was made aware that she is responsible for her guests and repeatedly permitted the trespassed person into her unit. The tenant knew or ought to have known that by pulling the fire alarm, her guest would be jeopardizing not only their safety but the safety of others at the residential complex.

29. As for the biohazards related to the December 1, 2025 and December 5 incidents, I am satisfied that the Tenant's guest placed others at the residential complex in danger when she smeared the various security cameras and doors with feces. There is no evidence before me of the health risks associated with feces. However, I am of the view that feces is widely considered to be a biohazard and that contact with it constitutes an inherent safety risk.

30. Additionally, due to the extreme social issues at the complex, these cameras are used "24/7" to keeps safe staff, tenants and police. The Tenant's guests placed others at risk with her behaviour.

31. Also and for the same reason, when the Tenant's trespassed guest urinated and vomited in the common arears, she created unsanitary conditions that pose serious health and

safety risks to other tenants and potentially impaired the safety of others in the residential complex.

32. With respect to the trespassed person, Justin Cook, the Tenant permitted his entry to her unit. The Tenant's guest was seen in the common areas carrying a knife while acting in an erratic manner. There was no evidence the Tenant's guest encountered anyone else while carrying the knife. However, the Landlord's evidence demonstrates a series of erratic behaviour and JP convinced me that the fact no one was hurt was a "matter of luck".
33. Based on the above, I am satisfied that the Landlord met the burden of proof to establish that the Tenant's guests have seriously impaired the safety of others at the residential complex.

The Wilful Damage Claim

34. The Board may only terminate the tenancy and evict the Tenant based on a finding that the Tenant wilfully damaged the rental unit.
35. Negligent damage occurs where a tenant takes some action which the tenant should reasonably have concluded would result in damage or alternately, in which a tenant fails to take a required action which the tenant should reasonably have known would result in damage. By contrast, wilful damage results from action taken by the tenant with the intent to do damage
36. I am satisfied, on a balance of probabilities, that the Tenant wilfully caused damage to the various security cameras at the residential complex. While they were not physically damaged to a point of being unusable, I accept that they were severely compromised. The temporary loss of access could have ended disastrously as the cameras are heavily relied on by the staff, security and police for safety reasons.

Relief from Eviction

37. Since the Landlord proved that the Tenant's guests seriously impaired the safety of other persons in the residential complex and caused wilful damage, the next question is whether relief or postponement of eviction is warranted under s.83 of the Act.
38. I queried if a conditional order is viable in this circumstance.
39. JP said they understand termination of tenancy is a last resort and they have taken steps to work with the Tenant. Here, the Tenant showed no remorse for the actions of her guests and continued to permit entry to the trespassed persons. She was made aware of the tenants' support staff yet took not steps to engage their services to help preserve this tenancy.
40. I have considered the impact on the Tenant as this is an RGI unit and an eviction will potentially lead to some financial hardship.
41. I have also considered that the Tenant was made aware of this hearing by the Board and by the Landlord and did not attend this hearing to present evidence or seek relief.

42. The Landlord's agent said that the Tenant lives alone and she has no further knowledge of the Tenant's circumstances.
43. The Landlord is willing to delay the termination of this tenancy by May 31, 2026.
44. Under the circumstances, and given the need to protect the other tenants, the tenancy is terminated with some additional time for the Tenant to find alternative housing.
45. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
46. There is no last month's rent deposit.
47. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, as of May 31, 2026. The Tenant must move out of the rental unit on or before May 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.
4. The Tenant shall pay to 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 9, 2026
Date Issued

Dana Wren
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 December 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.