



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

File Number: LTB-L-043151-25

In the matter of: 1501, 2550 KINGSTON RD
SCARBOROUGH ON M1M1L7

Between: 655913 ONTARIO LIMITED C.O.B. AS WJ PROPERTIES Landlord

And

DAVID CLARK Tenant

655913 ONTARIO LIMITED C.O.B. AS WJ PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict DAVID CLARK (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, 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.

655913 ONTARIO LIMITED C.O.B. AS WJ PROPERTIES (the 'Landlord') also applied for an order requiring DAVID CLARK (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 6, 2026.

The Landlord's Agent, Hal Steinfeld, the Landlord's Legal Representative, David Ciobotaru, and the Tenant attended the hearing. Ned Kolami attended the hearing as a witness for the Landlord.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination - Substantial interference

3. On May 6, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on May 11, 2025. The notice of termination contains the following allegations:

“That on or about February 23, 2025, at approximately 6:00 p.m., the Landlord was notified that there was a fire in your unit. Toronto Fire Services arrived on the scene at approximately 6:03 p.m. It was confirmed that there was heavy smoke emanating from your unit with moderate heat. The main body of the fire was found in the kitchen located in the base cabinets under the counter. Toronto Fire Services confirmed that while there was not obvious ignition source, candles and various chemical cleaners were found in the primary area of ignition.”

4. The Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination (May 12-18, 2025). No evidence of further incidents of fire during the voiding period were provided to the Board. Therefore, the Tenant voided this portion of the N5 notice of termination in accordance with s. 64(3) of the *Residential Tenancies Act, 2006* (the ‘Act’).

N5 Notice of Termination - Wilful or Negligent Damage

5. On May 6, 2025, the Landlord gave the Tenant an N5 notice of termination, deemed served on May 11, 2025. The notice of termination contains the following allegations:

“That on or about February 23, 2025, at approximately 6:00 p.m., the Landlord was notified that there was a fire in your unit. Toronto Fire Services arrived on the scene at approximately 6:03 p.m. It was confirmed that there was heavy smoke emanating from your unit with moderate heat. The main body of the fire was found in the kitchen located in the base cabinets under the counter. Toronto Fire Services confirmed that while there was not obvious ignition source, candles and various chemical cleaners were found in the primary area of ignition.”

6. The notice of termination further outlined a list of damages caused by the fire, based on estimates received from Quality Custom Painting Renovation & Contracting Ltd., Trustel Ltd., and Spectrum Building Services Co. Inc., dated March 5 and 7, 2025. The total cost of repair outlined on the estimates was \$47,961.19. The Tenant did not make the demanded payment or fix the damage and thus did not void this portion of the N5 Notice in accordance with s.62(3) of the Act.

N7 Notice of Termination

7. On May 6, 2025, the Landlord gave the Tenant a (non-voidable) N7 notice of termination, deemed served on May 11, 2025. The notice of termination alleges that the Tenant seriously impaired the safety of any person and the act or omission occurred in the residential complex as a result of the following conduct:

“That on or about February 23, 2025, at approximately 6:00 p.m., the Landlord was notified that there was a fire in your unit. Toronto Fire Services arrived on the scene at approximately 6:03 p.m. It was confirmed that there was heavy smoke emanating from your unit with moderate heat. The main body of the fire was found in the kitchen located in the base cabinets under the counter. Toronto Fire Services confirmed that while there was not obvious ignition source, candles and various chemical cleaners were found in the primary area of ignition.”

“This negligent behaviour of you or your occupant seriously impairs the safety of yourself, occupants, guests, other residents, the Landlord, and their employees. This fire could have easily spread to other parts of the building causing further damage to the property, your unit, or neighbouring units.”

Landlord's Evidence

8. The Landlord's Agent, Hal Steinfeld, testified that:
- a) There was a fire in the rental unit on February 23, 2025 which caused extensive damage;
 - b) The Landlord wants to rehabilitate the rental unit, but the Tenant refuses to remove their belongings from the apartment to allow the work to be done;
 - c) The Tenant is not currently being charged rent for the apartment, as it is not habitable;
 - d) The rental unit was being occupied by the Tenant's goddaughter (the 'Occupant'), with the Tenant living elsewhere;
 - e) There was a fire in the unit previously;
 - f) An Emergency Incident Report was completed by the fire department (and submitted into evidence). The official cause of the fire was “undetermined”, with the following narrative provided in the report:
 - “The main body of the fire was found in the kitchen. The fire was located in the base cabinets under the counter. There was no fire in the oven or stove... Candles and various chemical cleaners were found in the area of primary ignition, however no obvious ignition source could be found. The occupant stated that they were in their bedroom laying down when they

noticed the smoke coming from the kitchen area... The occupant stated that there had been a power outage in the building on February 20 and that the stove had not worked since then. R223 Captain could not find any damage to the stove outlet or plug.”

- g) They believe that the Occupant’s cat may have knocked a candle over; and
- h) Estimates for the repair of the damage totalled \$47,961.19. This amount included both repairs to the rental unit, as well as repairs to common areas and other rental units that were affected by the fire and the fire department’s actions in putting it out.

9. The Landlord’s Witness, Ned Kolami, testified:

- a) He is the superintendent of the residential complex and was present when the fire happened;
- b) The rental unit is not currently livable;
- c) When he inspected the unit after the fire, it was clear that the fire had started in the cabinets underneath the sink in the kitchen; and
- d) There are no electrical outlets in the area where the fire appears to have started.

Tenant’s Evidence

10. The Tenant testified that:

- a) He inspected the unit after the fire, thought it could have been cleaned up in two days, and offered to pay for the cleaners;
- b) The Landlord changed the locks to the apartment, so he and the Occupant no longer have access;
- c) The report from the fire department clearly says that the cause of the fire is unknown, so it is not reasonable for the Landlord to blame the Tenant or the Occupant for causing the fire; and
- d) He believes that the fire was caused due to a stove malfunction that resulted from a power outage several days before the occurrence of the fire.

Analysis

- 11. The burden of proof in civil cases is on a balance of probabilities. The Supreme Court of Canada in *F.H. v. McDougall*, 2008 SCC 52 (CanLII) held that the evidence must always be clear, convincing and cogent in order to satisfy the balance of probabilities test.
- 12. In this case, the Landlord bears the onus of leading sufficient clear, convincing and cogent evidence to establish that it is more likely than not that the Tenant or the Occupant has seriously impaired the safety of other persons and wilfully or negligently damaged the

rental unit or the residential complex because the Tenant or Occupant were responsible for fire that occurred on February 23, 2025.

13. I find that the Landlord has not proven that the Tenant or an occupant of the rental unit has wilfully or negligently caused undue damage to the rental unit and residential complex by causing a fire to be started in the rental unit on February 23, 2025.
14. I further find that the Landlord has also not proven that the Tenant or another occupant of the rental unit has seriously impaired the safety of another person by causing a fire to be started in the rental unit on February 23, 2025.
15. The sole evidence provided of the nature and circumstances surrounding the starting of the fire in the rental unit on February 23, 2025 is the Emergency Incident Report approved by Toronto Fire Services on February 24, 2025. This report clearly indicates that no obvious ignition source for the fire can be ascertained.
16. The Landlord asserts that the observation made in the report regarding the existence of candles and chemical cleaners in the vicinity of where the fire appears to have originated is proof that the Tenant and/or the Occupant were the initiators of the fire, either wilfully or negligently.
17. The Tenant contests the Landlord's assertion and submits that the fire was caused by a fault in either the rental unit's stove or electrical system.
18. Based on the evidence before me, I cannot find that the existence of candles and chemical cleaners in kitchen base cabinets is sufficient to establish on a balance of probabilities that that the Tenant or Occupant engaged in wilful or negligent action that led to the fire starting in the rental unit, both causing damage and seriously impairing the safety of another person in the residential complex. I find that the storage of items such as these in kitchen base cabinets is a normal practice of many people and no evidence was provided to me to indicate otherwise.

It is ordered that:

1. The Landlord's application is dismissed.

April 20, 2026
Date Issued

Curtis Smith
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.