



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Richards, 2026 ONLTB 31601

Date: 2026-04-22

File Number: LTB-L-005586-26

In the matter of: 717, 460 JARVIS ST
TORONTO ON M4Y2X8

Between: Toronto Community Housing Corporation Landlord

And

Roy Richards Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Roy Richards (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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 April 15, 2026.

Only the Landlord Legal Representative, Laura MacPhee, and the Landlord's Witnesses, Shariza Bharat ("Ms. Bharat") and Dennis Willson, attended the hearing.

As of 11:44 a.m., 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, however, the Landlord's Legal Representative submitted that the Landlord is not seeking termination of the tenancy and is requesting a conditional order. Therefore the tenancy will continue pursuant to the conditions specified below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 19, 2025, the Landlord gave the Tenant an N6 notice of termination and N7 notice of termination, deemed served on December 24, 2025. The notices of termination contain the same factual allegations, which the notices allege constitute the Tenant committing an illegal act in the rental unit, seriously impairing the safety of another person in the residential complex, and using the rental unit in a manner inconsistent with use as a residential premises that can be expected to cause significant damage. Those allegations are as follows:
 - a. On August 20, 2025 Toronto Fire Services conducted a fire safety inspection and pursuant to this inspection issued a Notice of Violation for contravention of Fire Code 2.4.6.1 which specifies that temporary electrical wiring shall not be used where it presents a hazard (the "NV"). This notice specified that temporary wiring from solar panels to battery storage systems found in the rental unit should be removed or disconnected.
 - b. On August 28, 2025 a further notice of immediate threat to life was issued by Toronto Fire Services (the "ITL") pursuant to which authorities removed combustibles or explosive materials and ignition sources, including homemade battery packs and battery banks.
 - c. This removal included the removal of approximately 185 loose battery cells, 1 battery pack containing 36 homemade battery cells, 16 3.2 volt battery packs, makeshift wiring from a solar panel to a hotplate and toaster oven, and wood and other combustibles covering the top of the stove.
 - d. The Tenant had refused entry of the Landlord for the purposes of inspection of the rental unit, and re-inspection of the rental unit, in the process of ensuring that this issue was resolved and was not recurring.
4. Ms. Bharat is the life safety and compliance supervisor for the Landlord. She testified that pursuant to a fire safety inspection the Toronto Fire Services issued the NV for temporary wiring in the rental unit as it constituted a fire hazard and the ITL after discovering large amounts of materials for making homemade batteries stored in the rental unit. Documentary evidence of the temporary wiring and large amounts of battery materials was presented, including copies of the NV and IFL, pictures of the materials that were removed from the rental unit, and confirmation of what those materials consisted of from Toronto Fire Services.
5. Ms. Bharat testified that homemade lithium-ion batteries present a serious impairment to safety as they are very volatile and can go into thermal overrun, eventually resulting in an explosion. The force of these explosions can be fatal, and the smoke caused from a lithium-ion battery fire is different from ordinary smoke and can be more harmful to health. Ms. Bharat testified that Toronto Fire Services explained they issued the ITL and took

immediate removal action because in the volumes found in the rental unit, the batteries could act as a large bomb if one were to go into thermal overrun. This would endanger the lives of anyone inside the residential complex.

6. Ms. Bharat also testified that in order to regain entry to the rental unit for the purposes of removal of the offending materials the Landlord was required to involve Toronto Police Services as the Tenant initially refused the Landlord entry.
7. I find based on the testimony of Ms. Bharat and the documentary evidence provided that the Tenant has committed an illegal act in the rental unit by violating Fire Code 2.4.6.1 by installing temporary wiring that presents a hazard in the rental unit.
8. I further find based on the testimony of Ms. Bharat and the documentary evidence provided that the Tenant has seriously impaired the safety of the residents and staff of the residential complex by installing temporary wiring in the rental unit, and charging and storing a large amount of homemade lithium ion batteries in the rental unit. This use of the rental unit to create a large volume of homemade lithium-ion batteries is also a use of the rental unit inconsistent with use as a residential premises that can be expected to cause significant damage.
9. The Landlord is not seeking eviction, as they state that the Tenant has now complied with the removal of the offending materials and they believe the Tenant is in compliance with the Fire Code and is not currently storing any homemade battery materials. They seek instead a conditional order for the duration of the tenancy requiring the Tenant to:
 - a. Remove any battery packs, cells, homemade battery packs, lithium battery cells, volt battery packs and solar panels, and not bring any of the same back into the rental unit;
 - b. Refrain from making or storing any homemade batteries in the rental unit;
 - c. Refrain from installing any temporary wiring in the rental unit; and
 - d. Comply with any legal notice of entry served upon the Tenant for purposes of inspection or re-inspection of the rental unit.
10. The Landlord also requested payment of the filing fee within a year's time.
11. The Tenant did not attend the hearing to give evidence or make submissions as to their personal circumstances.
12. The authority to issue a conditional order comes from subsection 204(1) of the *Residential Tenancies Act*, 2006 (the "Act") which provides that "the Board may include in an order whatever conditions it considers fair in the circumstances," and from section 78 which provides for an enforcement procedure if a conditional order is contravened.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to 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 given the Landlord's position.

14. I find that the conditions requested by the Landlord, including the duration of those conditions, to be appropriate in these circumstances where the Tenant's actions have caused a serious impairment of safety to the entire residential complex.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall remove from the rental unit any and all battery packs, cells, homemade battery packs, lithium battery cells, volt battery packs, and solar panels, and not bring any of the same back into the rental unit for the duration of the tenancy. This prohibition does not include commercially manufactured common household batteries intended for ordinary residential purposes.
3. For the duration of the tenancy, the Tenant shall not make or store any homemade batteries in the rental unit.
4. For the duration of the tenancy, the Tenant shall not install any temporary wiring in the rental unit.
5. For the duration of the tenancy, the Tenant shall allow entry to the Landlord to the rental unit for the purposes of inspection or re-inspection upon receiving valid legal notice in accordance with the Act.
6. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 5 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 22, 2027, the Tenant will start to owe interest. This will be simple interest calculated from April 23, 2027 at 4.00% annually on the balance outstanding.

April 22, 2026
Date Issued

Benjamin Seigel
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.