



Order under Section 69 Residential Tenancies Act, 2006

Citation: Fife House v Morris, 2026 ONLTB 33590

Date: 2026-04-29

File Number: LTB-L-007116-26

In the matter of: 211, 141 DAVISVILLE AVE
TORONTO ON M4S1G7

Between: Fife House Landlord

And

Dwan Morris Tenant

Fife House (the 'Landlord') applied for an order to terminate the tenancy and evict Dwan Morris (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.

This application was heard by videoconference on April 9, 2026.

The Landlord's Agent Kevin Leal attended the hearing.

As of 9:30 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:

- As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. **Therefore, the tenancy shall terminate on June 30, 2026.**
- The Tenant was in possession of the rental unit on the date the application was filed.
- On December 23, 2025, the Landlord gave the Tenant an N7 notice of termination (N7 Notice) with a termination date of January 3, 2026. The notice of termination alleges that the Tenant ignited a fire on his balcony of his rental unit which caused major damage to his rental unit and other tenants' units.

Legislation

4. The application associated with the N7 Notice is made under Section 66 (1) of the *Residential Tenancies Act (2006)* ('the Act') which 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.

[Emphasis added]

5. Pursuant to section 66 of the Act, a landlord may give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex.
6. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing 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. In other words, the question to be answered is whether the Tenant's actions put someone at serious risk of physical harm. Not every risk of physical harm to another will meet the test, as the impairment of safety must be serious.
7. The Landlord's Agent Kevin Leal (KL) is a full-time employee of the Landlord, who provides supportive housing to vulnerable tenants. KL provided uncontested testimony and substantiating documentation that the Tenant took his own clothing and initiated a fire with the help of a propellant, in this case gasoline on December 23, 2025, at approximately 3:30 p.m. The fire initiated by the Tenant resulted in damage to his rental unit and excessive smoke damage to two neighboring units. The Toronto Fire Department were called, and extinguished the fire, and thereafter took the Tenant to the hospital.
8. KL provided further uncontested testimony that the Landlord and Agents of the Landlord are fearful to enter the Tenant's rental unit as a result of safety concerns due to his erratic behavior, and that the Tenant regularly smokes in the common areas and this in fact was the second fire the Tenant initiated in his rental unit. After the first time that the Tenant initiated a fire on or about 2024, the Landlord attempted to work with the Tenant to encourage him to seek the necessary support and to connect him with his case manager at the Centre for Addiction and Mental Health (CAMH) and to work with his Personal Support Worker, but the Tenant has refused all encouragement for assistance, and unfortunately the Landlord is compelled to bring this herein application as while the Landlord provides supportive housing for tenants, it is quite obvious this is not suitable for the Tenant. Hence the Landlord was seeking a standard eviction but would be amicable to a short, delayed eviction at the Board's discretion.
9. In *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII), the Divisional Court confirmed that serious impairment of safety includes both actual impairment and a real risk of impairment.

10. In my view, I am satisfied that the Tenant's conduct of December 23, 2025, constitutes a serious impairment of safety to another person on a balance of probabilities, which occurred in the residential complex. While thankfully, no one was seriously injured, these acts can cause substantial injury. The Tenant's conduct on this date was not only dangerous but reckless.
11. Based on the evidence before me, I am satisfied that the Tenant engaged in the conduct as detailed in the N7 Notice and, as such, has seriously impaired the safety of another person in the residential complex.
12. I have considered all the uncontested evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

RELIEF FROM EVICTION

15. 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 June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
16. The Landlord's Agent, KL submitted that the Tenant has resided in the residential complex alone for years, and suffers from mental health issues, and consistently declines support services brought forth by the Landlord, which would assist the Tenant with his behavioral tendencies, to no avail. Further, the Tenant poses a continued risk to the other occupants in the building.
17. Given the circumstances, I find that a short delay in eviction is appropriate. This will allow the Tenant some time to find alternate housing, while reducing any further prejudice to the Landlord.
18. This Order contains all of the reasons within it. No other order shall be issued.

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 June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

April 29, 2026
Date Issued

Panagiotis P. Roupas
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 January 1, 2027, 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.