



Order under Section 69 / 89 Residential Tenancies Act, 2006

File Number: LTB-L-092564-25

In the matter of: 1901, 30 ELM DR E
MISSISSAUGA ON L5A4C3

Between: Morguard NAR Canada Limited Partnership Landlord

And

Jabor Abuzreik Tenant
Amira Rzayeq

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Jabor Abuzreik and Amira Rzayeq (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.

Morguard NAR Canada Limited Partnership (the 'Landlord') also applied for an order requiring Jabor Abuzreik and Amira Rzayeq (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 March 2, 2026.

The Landlord's Legal Representative Ellena Azadian, Landlord's Representative Natalia Abiniakine, Landlord's Agent Mariela Mdesdin, Tenant's Legal Representative Melissa Rajaram, Tenant Amira Rzayeq, Tenant's Support Person Maryam Abyziiq, and the Tenant's Arabic Interpreter Anissa Nour attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenant shall be terminated.

2. At the beginning of the hearing, the Landlord confirmed they are no longer pursuing their claim for compensation for damages to the rental unit and are seeking only termination of the tenancy and reimbursement of the application filing fee.
3. The Tenant was in possession of the rental unit when the application was filed. Although the parties agree the Tenant later moved out because the unit became uninhabitable, the Tenant seeks to return to the unit once repairs are complete. On October 6, 2025, the Landlord personally served the Tenant with an N7 notice of termination with a termination date of October 21, 2025. The notice alleges that on August 25, 2025, the Tenant caused a fire in the rental unit, thereby seriously impairing the safety of persons in the residential complex.
4. The Landlord's witness Mariela Mdesdin (MM), the property manager, testified that the Landlord's office received a call from the Tenant's daughter reporting a fire in the unit. MM stated they directed the superintendent to attend immediately. MM's evidence was that when the superintendent arrived on the 19th floor, the unit door was open, smoke was present in the hallway, and there was an active fire at the stove reaching toward the ceiling. The superintendent removed the occupants from the unit, closed the door, and called 911. MM testified that they also observed smoke coming from the unit window from outside the building. MM also stated that the entire building, containing 322 units, had to be evacuated, and that approximately 153 residents on three affected floors were displaced while emergency measures were taken. MM further testified that the Landlord had to arrange a fire watch, replace the smoke detector, secure the unit, and assist affected residents.
5. The Landlord filed photographs of the damage, the Fire Department incident report, and repair documents. The photographs show extensive fire, smoke, and water damage. The Fire Department report confirms the fire originated at the stove. The Landlord's evidence was that the kitchen, windows, floors, drywall, electrical components, and HVAC were affected and that the unit was rendered uninhabitable. The Landlord also submitted that neighbouring units were affected, including by water intrusion, and that one neighbouring resident shared a wall with the kitchen where the fire occurred.
6. The Tenant Amira Rzayeq (AR) testified that she placed a teapot on the stove, turned the stove on, and then left the kitchen for less than five minutes. When she returned, she saw that tissue paper near the stove had caught fire. AR testified that the fire was initially about half a metre high and approximately the width of the stove. AR stated that she did not call 911 because she was nervous and concerned about her ability to communicate in English and instead called the Landlord's office. AR admitted that neither she nor anyone else in the unit activated a fire alarm before the superintendent arrived. AR also testified that there were five children in the unit at the time.

7. I find on a balance of probabilities that the fire was caused negligently by the Tenant. By her own evidence, she turned on the stove and left the kitchen unattended while combustible tissue paper was on or near the stove. That created a clear and foreseeable risk of fire. I also find that, once the Tenant discovered the fire, her response was not reasonable in the circumstances. She did not call 911, did not activate the building fire alarm, and did not ensure that another person did so. Instead, she contacted the Landlord's office and waited for staff to come from the ground floor to the 19th floor while the fire remained active. Although I accept that the Tenant was panicked and concerned about her English-language ability, that does not make her response reasonable in the face of an active fire in a high-rise residential building.
8. On the basis of the evidence before the Board, I find on a balance of probabilities that the Tenant seriously impaired the safety of another person and that the act or omission occurred in the residential complex. The Tenant's negligent conduct caused a fire in the unit, and her failure to respond reasonably once the fire was discovered materially increased the danger to others. Together, those acts and omissions created a serious safety risk. Even considered separately, either the negligent causing of the fire or the unreasonable failure to promptly summon emergency assistance would be sufficient on these facts to support this finding. The consequences of the incident were serious, the unit was rendered uninhabitable, neighbouring units were affected, the entire building was evacuated, and numerous residents were exposed to risk. I am therefore satisfied that the Landlord has established the ground for termination.
9. I have considered that there was no evidence of prior safety-related notices or incidents involving this tenancy. However, the seriousness of this incident on its own is sufficient to justify termination. This was not a minor lapse. It was a fire in a 19th-floor unit of a large residential building that required emergency response, evacuation, and substantial remediation.
10. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,717.04 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$77.46 is owing to the Tenant for the period from January 1, 2025, to March 2, 2026.

Relief from eviction

13. The Tenant requested relief from eviction, relying on the hardship the family has experienced since the fire, including higher current housing costs, the impact of relocation on the children, and the family's desire to return to the rental unit once repairs are complete. The Tenant also submitted that the incident was accidental and isolated and that she would comply with a condition not to impair safety if the tenancy were preserved.

14. The Landlord opposed relief and sought a standard order, relying on the seriousness of the fire, the scale of the evacuation, the impact on other residents, and the Tenant's failure to respond appropriately once the fire was discovered.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I accept that termination may cause hardship to the Tenant and her family. However, the conduct proven in this case involved both the negligent creation of a serious fire hazard and an unreasonable failure to take prompt emergency steps once the fire was discovered. In a high-rise residential building, that conduct created a substantial risk to many other residents. In my view, the seriousness of the safety impairment outweighs the prejudice to the Tenant, and a standard termination of the tenancy is appropriate.

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 May 10, 2026.
2. If the unit is not vacated on or before May 10, 2026, then starting May 11, 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 May 11, 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 of \$186.00 on or before May 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026, at 4.00% annually on the balance outstanding.

May 5, 2026
Date Issued

Kyle Anderson
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 November 11, 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.