



## **Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006**

**Citation:** PARAMANANTHAN v DUBBLESTEIN, 2026 ONLTB 36444

**Date:** 2026-05-15

**File Number:** LTB-L-108250-25-RV

**In the matter of:** Room #5, 2861/2 Coleman St  
Belleville On K8P3J1

**Between:** Mayouran Paramananthan Landlord

**And**

Brandon Dubblestein Tenant

### **Review Order**

Mayouran Paramananthan (the 'Landlord') applied for an order to terminate the tenancy and evict Brandon Dubblestein (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-108250-25 issued on February 13, 2026. The Tenant did not attend the hearing the matter was heard 1:17 p.m.

On February 20, 2026, the Tenant's substitute decision maker, on behalf of the Tenant, requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 23, 2026 interim order LTB-L-108250-25-RV-IN was issued, staying the order issued on February 13, 2026.

This application was heard by videoconference on May 1, 2026 and May 4, 2026.

The Landlord's representative Paula Stevens the Landlord and the Tenant's litigation guardian Yvonne Lafée attended the hearing. Doug Plumb attended as witness for the Landlord.

### **Determinations:**

1. The Tenant claimed in his request to review that he was not reasonably able to participate in the proceedings due to not having been aware of the hearing. The Tenant's mother testified that although she knew of the allegations against the Tenant, she did not know about the notice of termination or the application. She is the Tenant's substitute decision maker for medication, but he doesn't allow her to go through his main, and she doesn't push in or to maintain peace, so she can keep working with him regarding medication. She saw the envelopes but did not require about them or ask the Landlord.
2. The Tenant is unable to manage things like keeping track of dates and mail.
3. The Landlord, although he was aware the HPE-ACTT team was working with the Tenant, did not make them aware of the hearing date.
4. On the basis of the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding.
5. A de novo hearing of the L2 application was heard on May 4, 2026.

L2 Application De Novo

6. On December 2, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, alleging the Tenant removed the smoke detector in his rental unit and placed it outside the door on a stool. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
7. The Landlord testified that on December 2, 2025, during an inspection, the Landlord found the Tenant's smoke detector on a stool outside his door. The Landlord re-installed the smoke detector two days later, when he had given proper notice of entry.
8. On December 10, 2025, the Landlord gave the Tenant a second N5 notice of termination alleging the Tenant substantially interfered by starting a fire in the kitchen of the residential complex.
9. The Landlord provided a video of the Tenant standing alone in the kitchen. He then leaves the kitchen and later returns, also alone. He stands by the kitchen table, puts his cigarettes down, and takes off his coat. His body is blocking the kitchen table from view, and his actions. There is a gap in the time frame of the video which I am satisfied is due to the fact this recording system is motion activated and will stop if people are still or the room is empty. After some time, he leaves the kitchen, and a few moments afterwards, smoldering can be seen in an egg carton covered by other recycling which was left on the kitchen counter. Another tenant later enters the room, sees the fire and moves the egg carton to the sink.
10. Doug Plumb testified that he was woken at 2 a.m., to the fire alarm sounding. He went to the kitchen where he found the flame in the sink. He extinguished it. The flame appeared started by a cigarette. He has observed the Tenant leave cigarette ashes around the residential complex without an ashtray and smoke in common areas.

11. The police and fire department attended on Dec 10, 2026 and the Tenant was charged with Mischief.
12. The Landlord testified that most recently, on April 2, 2026, the Fire Prevention Officer SM attended for an inspection and found the smoke alarm had been removed. The Tenant was given a warning by the fire marshal.
13. The Tenant's mother testified that in January she saw that the Tenant had removed his smoke detector and placed it on his kitchen table. She told him to leave it up but assumed it would be workable if it was still in his room. She did not report the issue to the Landlord.
14. By removing his smoke detector repeatedly, starting a fire with a lit cigarette in the common area of the residential complex and leaving and cigarette droppings around the complex common areas, the Tenant substantially interfered with the reasonable enjoyment of the Landlord and other Tenant's by putting their safety at risk in the event of a fire and substantially interfered with the lawful rights privileges and interest of the Landlord in keeping their building safe and also free of smoke according to law.

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 May 30, 2026 pursuant to subsection 83(1)(b) of the Act.
16. The Tenant lives in the rooming house rental unit alone. Based on the evidence of his mother Yvonne Lafée he suffers from mental health issues and receives social assistance income. His unit, however, is not geared to income. He was living in the rental unit for 10 months before the fire incident and has now lived there just over one year.
17. Based on the evidence provided by the Tenant's mother, Yvonne Lafée the Tenant is not always cognitively clear, but she could not say anything specific was happening to affect his judgment in December. She herself denies she knew 'any of this was going on', but admits she was told of the incident, and told the Landlord they had to go through the LTB to evict her son.
18. Ms. Lafée submits that she doesn't believe the Landlord considers unhooked smoke detectors serious, as they didn't have one before September 2025, and she believes as long as it is there, on the table, that it still works. She believes there is no real evidence the Tenant smokes around the residential complex or that he takes down his smoke detector.
19. As the Tenant's substitute decision maker, under the Community Treatment Plan, Ms. Lafée is to meet with the members of HPE-ACTT on a weekly basis, to give the Tenant's medication, and to monitor and observe mental health, aimed at recovery and relapse prevention. She testified she observed nothing going on in December, 2025 that would cause her to ask ACTT or the Doctor to address the problem. It therefore cannot be concluded the Tenant was not aware of what he was doing when he removed his smoke detector, or when he left his cigarette in the egg carton to set flame.

20. Even if the Tenant did not know the consequences of his actions, Ms. Lafee gave no evidence that there is a plan to deal with the dangerous behaviour on an ongoing basis. She did not discuss the problem with him and doesn't know why he takes the smoke detectors down. Her submission that she hopes his tenancy is not terminated, and that going forward "maybe things can be settled" is unhelpful and provides no confidence.
21. The Landlord is seeking a standard 11 day eviction order. Ms. Lafee requests that the Tenant be permitted to stay. Although neither she nor ACTT requested an accommodation or any assistance from the Landlord she submits he just needs help to understand what is going on.
22. I have considered, however, that Ms. Lafee's evidence underestimates the seriousness of her son's actions. She further provides no plan, nor evidence that efforts were made from the start to explain things to her son. Her evidence suggests he would not be receptive or cooperative. I note that when she told him to leave the smoke detector on the ceiling in January, he yet again took it down on April 2, 2025. She submits she doesn't want to antagonize him, which is why she only manages his medication and is not a full trustee, so she can continue peacefully arranging his medication.
23. No one from the ACTT team attended to provide support or a plan going forward.
24. On that basis, balancing the safety of the other tenants in the complex and the Landlord's rights, I find it would be unfair to deny eviction in the circumstances.

Daily Compensation and Rent Deposit

25. The Tenant was required to pay the Landlord \$3,129.76 in daily compensation for use and occupation of the rental unit for the period from January 1, 2026 to May 4, 2026. Neither the landlord nor the Tenant led evidence of any rent payments during that period.
26. Based on the monthly rent, the daily compensation is \$25.24. This amount is calculated as follows:  $\$767.73 \times 12$ , divided by 365 days.
27. The Landlord incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.
28. The Landlord collected a rent deposit of \$767.73 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$5.83 is owing to the Tenant for the period from December 24, 2025 to May 4, 2026.
29. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay if anything.

**It is ordered that:**

1. The request to review order LTB-L-108250-25 issued on February 13, 2026 is granted. The order is confirmed and remains unchanged.
2. The interim order issued on February 23, 2026 is cancelled.

3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 26, 2026.
4. If the unit is not vacated on or before May 26, 2026 then starting May 27, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 27, 2026.
6. The Tenant shall pay to the Landlord \$3,129.76, which represents compensation for the use of the unit from January 1, 2026 to May 4, 2026
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$769.63 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$2,546.13, less any amounts the Tenant has already paid in rent for January 1, 2026 onwards.
10. The Tenant shall also pay the Landlord compensation of \$25.24 per day for the use of the unit starting May 4, 2026 until the date the Tenant moves out of the unit.
11. If the Tenant does not pay the Landlord the full amount owing on or before May 26, 2026, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the outstanding balance.

**May 15, 2026**  
**Date Issued**

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**Julie Broderick**  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.