



Order under Section 69 Residential Tenancies Act, 2006

Citation: St. Luke Terrace Nonprofit Housing v Martin, 2026 ONLTB 38612

Date: 2026-05-13

File Number: LTB-L-007996-26

In the matter of: 308, 980 ST LUKE RD
WINDSOR ON N8Y4Y8

Between: St. Luke Terrace Nonprofit Housing Landlord

And

Carrie Martin Tenant

St. Luke Terrace Nonprofit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Carrie Martin (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 heard by videoconference on May 11, 2026.

Only the Landlord's legal representative, Cameron Parrott, and the Landlord's witness, Carole Chamney, attended the hearing.

As of 11:06 AM, 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 set out below, on a balance of probabilities the Landlord has established the grounds for termination of the tenancy the claim for compensation in the application. The tenancy is terminated effective June 15, 2026. The Tenants must vacate the rental unit on or before this date.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On January 14, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleges that on December 22, 2025, at approximately 9:30 AM, assisted living staff entered the Tenant's unit and found the Tenant asleep with a small simmering fire located on the Tenant's side table. A paper had also been burned and a plastic bag containing cigarettes had melted.
4. Under subsection 64(3) of the Act, the notice is void if the Tenant, within seven days of receiving it, stops the conduct or corrects the omission.
5. In this case, the seven-day voiding period ran from January 15 to January 21, 2026.

Testimony and evidence

6. The Landlord's witness, Carole Chamney (C.C.), a personal support worker assisting the Tenant with daily living activities, testified that although she did not witness the December 22, 2025 incident, she learned through internal communications that the Tenant fell asleep while holding a lit cigarette, causing the fire and related damage.
7. The Landlord submitted a December 31, 2025, email from the Director of Service for Assisted Living Southwestern Ontario reporting that staff found the Tenant had fallen asleep while smoking, resulting in a small fire, burned paper, and melted cigarettes
8. C.C. testified that on January 21, 2026; while attending to other clients in the building, she detected smoke outside the Tenant's unit. After initially being told by the Tenant that assistance was not required, C.C. later returned, observed heavier smoke, and entered the unit. She found the Tenant had attempted to smother a fire with a towel. C.C. extinguished the fire using a water-soaked towel and observed that a roll of toilet paper had ignited after the Tenant fell asleep with a lit cigarette, which had fallen onto it.
9. Photographs taken by C.C. after the fire was extinguished show a charred roll of toilet paper and two towels with significant burn damage.
10. Based on the uncontested evidence I find on a balance of probabilities that the Tenant failed to stop the conduct within the seven-day voiding period. The January 21, 2026, incident involved the same careless smoking behaviour, resulting in another fire. Accordingly, the N5 notice was not voided pursuant to subsection 64(3) of the Act, and the Landlord has established the grounds for termination.

Daily compensation and rent deposit

11. The Tenant was required to pay the Landlord \$1,107.84 in daily compensation for use and occupation of the rental unit for the period from February 5, 2026 to May 11, 2026.
12. Based on the monthly rent, the daily compensation is \$11.54. This amount is calculated as follows: \$351.00 x 12, divided by 365 days.
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. C.C. testified that the Tenant is 63 years old, has had a stroke resulting in left-side weakness, and has an undiagnosed acquired brain injury.

16. C.C. testified that, absent her intervention on January 21, 2026, the fire could have escalated due to the proximity of garbage and the Tenant's belongings.

17. C.C. also testified she believes that the risk of recurrence is high. The Tenant is a heavy smoker, takes medication causing drowsiness, and has previously declined safer alternatives such as vaping or smoking outdoors despite repeated discussions about the risks of falling asleep while smoking.

18. C.C. testified that the Tenant may be eligible for placement in a long-term care home.

19. The Landlord's legal representative submitted that the conduct could have supported a non-voidable N7 notice, but the Landlord instead provided an opportunity to correct the behaviour. The Landlord submits the Tenant is unable to change and poses a serious risk to herself and others.

20. I have considered that the Tenant is a vulnerable individual with disabilities. However, I weigh this against the seriousness of the conduct, the repeated incidents, and the high likelihood of recurrence creating an ongoing risk of harm. Despite one-on-one support, the Tenant has been unable or unwilling to modify her behaviour. The Landlord's decision to proceed by way of an N5 afforded an opportunity to preserve the tenancy, which the Tenant did not take. I also accept the evidence that the Tenant may access long-term care, mitigating the risk of homelessness.

21. Having considered all circumstances under subsection 83(2) of the Act, I find it would not be unfair to postpone eviction until June 15, 2026, pursuant to subsection 83(1)(b), to allow the Tenant to arrange alternative housing.

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 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.
4. The Tenant shall pay to the Landlord \$1,107.84, which represents compensation for the use of the unit from February 5, 2026 to May 11, 2026, less amounts already paid.
5. The Tenant shall also pay the Landlord compensation of \$11.54 per day for the use of the unit starting May 12, 2026, until the date the Tenant moves out of the unit.

6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$1,293.84 (less amounts already paid).
8. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

Melissa Anjema
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 December 16, 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.