



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-071373-25

In the matter of: 1711, 50 CAMBRIDGE AVE
TORONTO ON M4K2L3

Between: Westdale Construction Co. Limited (Westdale Properties) Landlord

And

Michael D. Hurst Tenants
Ciel Strong

Westdale Construction Co. Limited (Westdale Properties) (the 'Landlord') applied for an order to terminate the tenancy and evict Michael D. Hurst and Ciel Strong (the 'Tenants') because:

- the Tenants 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 Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex have seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 7, 2026, with further written submissions provided by both parties as a result of an Interim Order issued on February 17, 2026.

The Landlord's Agent, Tony Tong, the Landlord's Legal Representative, A.S. Kassam and the Tenant, Michael Hurst, attended the hearing. Peter Komady attended the hearing as a witness for the Tenants.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Landlord's application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N6 Notice of Termination

3. On August 26, 2025, the Landlord gave the Tenants an N6 notice of termination, deemed served that same day, with a termination date of September 30, 2025. The notice of termination contains the following allegations: that the Tenants' installation of an air-conditioning unit ('AC unit') in their rental unit's window constitutes an illegal act and a breach of the Toronto Window Safety By-law, the Toronto Municipal Code Chapter 629-21 – Property Standards – Exterior Openings (the 'Code'), and s. 2.5.1.2(1) of the *Fire Protection and Prevention Act, 1997*, O. Reg. 213/07 (the 'Fire Code').

N7 Notice of Termination

4. On August 26, 2025, the Landlord gave the Tenants an N7 notice of termination, deemed served that same day, with a termination date of September 30, 2025. The notice of termination contains the following allegations: that the Tenants modified windows in their rental unit and installed AC units in these windows in a way that constitutes a serious impairment of safety to other residents in the residential complex.

Landlord's Evidence

5. The Landlord's Agent testified that:
 - a) He observed two (2) AC units installed in the Tenants' rental unit in improper locations on August 1, 2025;
 - b) A letter to residents in the residential complex, dated June 24, 2025 and submitted into evidence, stated that "The AC unit(s) shall not be installed in a window that is not over a balcony";
 - c) The reason for this rule regarding installation over a balcony is to prevent the possibility of the AC unit from falling to the ground;
 - d) The two AC units at issue in this application were installed in windows without underlying balconies. Photographs of the installed AC units were submitted into evidence;
 - e) When he inspected the windows containing the AC units, he noted that the window safety latches had been disengaged, allowing the windows to open more than 100mm contrary to the by-law;
 - f) He also noted that the screens had been removed from these windows and that the windows were no longer "pest-tight"; and
 - g) He stated that the positioning of the AC units in these windows could prevent access by the fire department to the rental unit, contrary to the Fire Code.
6. The Landlord submitted into evidence an excerpt of Chapter 629-21 of the Code and s. 2.5.1.2(1) of the Fire Code. The Landlord further submitted a copy of a City of Toronto 311 Knowledge Base Article entitled "Bylaw enforcement – window safety latches". These documents outlined the following information:

- a) The excerpt of the Code provided identified the need for weather and pest-tight maintenance of windows; and
- b) The Fire Code section identified that windows provided to facilitate access for fire fighting operations shall not be obstructed by vehicles, gates, fences, building materials, vegetation, signs or any other form of obstruction.

Tenant's Evidence

7. The Tenant's Witness, Peter Komady, testified that:

- a) He is a rigger in the entertainment business and hangs heavy materials as part of his job;
- b) He observed the installation of the AC units and believes that they were correctly and safely done;
- c) The AC units were bolted to a steel frame that was larger than the window opening. Photographs and a video of this installation were provided into evidence;
- d) The steel frame was further attached to a piece of heavy furniture by aircraft cable; and
- e) He understood that the Tenants had hired an HVAC specialist to come up with this rigging system.

8. The Tenant testified that:

- a) He hired an HVAC specialist to build the rigging system for the AC units and provided a copy of the specialist's invoice into evidence;
- b) He did not believe that there was any possibility or probability of a fire fighter entering either of the small windows that had the AC units in them, as there was a balcony with a sliding door available for access in the immediate vicinity; and
- c) The area directly beneath the windows with the AC units at ground level is not a pedestrian area.

Post-Hearing

- 9. Upon review post-hearing, I noted that the Landlord did not refer to the specific part of the Code referring to the requirement for window safety latches, instead relying on the 311 Knowledge Base Article.
- 10. Toronto Municipal Code Chapter 629-19, subsection D(4) refers to the requirement for safety latches, as follows:

D(4) Window protection in apartment buildings.

(a) Within apartment building occupancies, as described in accordance with the Building Code, protection shall be provided at windows to minimize the hazards to children in accordance with Subsection D(4)(b) to (d).

(b) Fixed windows within dwelling units that extend to less than 1,000 millimetres from the floor shall be protected by guards to at least 1,000 millimetres above the floor, or shall be designed to withstand the lateral design loads for balcony guards in accordance with Subsection D(5).

(c) Except as provided in Subsection D(4)(d), in dwelling units, any window located more than 2,000 millimetres above grade that opens within 1,500 millimetres of the floor shall be protected:

[1] By a guard conforming to Subsection D(5);

[2] By:

[a] A controlled sash operation to restrict, when engaged, the opening of the operable sash to not more than 100 millimetres; and

[b] A heavy-duty screen conforming to CAN/CSA A440, "Windows"; or

[3] By an alternative device that does not reduce the degree of safety provided by Subsection D(4)(c)[1] or [2].

(d) Protection of a window need not be provided in a dwelling unit where an exterior balcony is constructed for the full length of a window.

11. Subsection D(5) outlines the load specifications for the guards identified in D(4)

12. By Interim Order dated February 17, 2026, I invited the parties to comment on the "alternative device" concept mentioned in subsection D(4)(c)[3] and, by implication, the applicability of subsection D(5). In simple terms, I was seeking submissions on whether the rigging system installed by the Tenants met the definition of "an alternative device that does not reduce the degree of safety" provided by subsection D(4)(c)[1] or [2].

13. In response to the Interim Order, the Landlord submitted that the Tenants' rigging system was not a suitable alternative device as it was not a "truly equivalent" alternative device, as it was composed of plexiglass and an aircraft tether.

14. The Tenants submitted that their alternative effectively blocks the window, thereby meeting the Code requirement for protecting the window from opening beyond the identified amounts.

Analysis

15. Section 61(1) the *Residential Tenancies Act, 2006* (the 'Act') provides a notice of termination may be given by a landlord when an illegal act is committed or permitted by the

tenants or another occupant of the residential unit. To succeed under section 61 of the Act, the Landlord must establish, on a balance of probabilities, that:

- i. An illegal act occurred;
- ii. The Tenants committed the illegal act; and
- iii. The act occurred in the residential complex.

16. 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. To succeed under section 66 of the Act, the Landlord must establish that the Tenants' conduct seriously impaired the safety of another person.
17. The Landlord bears the burden of proving the grounds for termination on a balance of probabilities.
18. The Landlord's case focuses on the assertion that the Tenants have disabled the window safety locks on their rental unit windows through the installation of AC units and that the disabling of these window safety locks constitutes a breach of the Code. The Landlord further submits that the method/mechanism by which the Tenants have secured the air-conditioning units does not comply with the "alternative device" allowance found in the Code.
19. The Landlord did not provide any evidence to support their submission that the Tenants' alternative device was not compliant with the Code. Subsection D(4)(c)[3] specifically allows for an alternative device in the circumstances at hand, including when there is not a balcony below the subject window, as long as the degree of safety outlined in subsection D(4)(c)[1] or [2] (and by implication D(5)) is not reduced. The Landlord's submissions do not analyze the degree of safety of the alternative device and, in fact, specifically exclude mention of the steel frame, photos and videos of which were produced into evidence by the Tenants, that appears to be integral to Tenants' assertion that the alternative device is compliant with the Code and that the AC units have been installed safely and securely.
20. Further, the Landlord has not provided evidence that the windows in question in the rental unit are "fire access routes and access panels or windows provided to facilitate access for fire fighting operations". The uncontested fact that there are windows in the rental unit does not necessarily mean that those windows are, by implication, access windows as contemplated by s. 2.5 of the Fire Code.
21. For the reasons set out above, I am not satisfied, on a balance of probabilities, that the Tenants committed an illegal act within the meaning of section 61 of the Act. The Board cannot infer, without sufficient evidence, that the Tenants' conduct constituted an illegal act.
22. Similarly, on a totality of the evidence, I am not satisfied that the Tenants' conduct caused a serious impairment of safety. While it is uncontested that the Tenants have disabled the window locks in the two windows at issue in order to install AC units, I am satisfied that the Tenants' subsequent installation of the rigging system (with the steel frame and plexiglass)

has significantly mitigated any safety concerns for either people in the rental unit falling out of the windows at issue (i.e. the reason for the window safety aspects of the Code) or for people at ground level potentially being injured by an AC unit falling out of the window. Therefore, the Landlord has not met its burden under section 66 of the Act.

23. The Landlord has the burden of proving the allegations in the N6 and N7 Notices. I find that as the Landlord's evidence is insufficient to meet this burden, the Landlord's application must be dismissed

It is ordered that:

1. The Landlord's application is dismissed.

May 26, 2026

Date Issued

Curtis Smith

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.